

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 13-10125 (KJC)

Jointly Administered

Re: Docket Nos. 12, 86 & 88

**NOTICE OF FILING OF EXECUTED
DEBTOR-IN-POSSESSION CREDIT AGREEMENTS**

PLEASE TAKE NOTICE that, on January 31, 2013, the Court entered the *Interim 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 to Reduce Obligations Arising Under the ABL Credit Agreement, (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and (C) and (III) Granting Related Relief* [Docket No. 86] (the “Interim DIP Order”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim DIP Order, the above-captioned debtors and debtors-in-possession have filed executed Debtor-in-Possession Credit Agreements, copies of which are attached hereto as Exhibits A and B, respectively, inclusive of all related exhibits and schedules thereto. The Debtor-in-Possession Credit

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors’ corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.



Agreements were executed by the parties on January 31, 2013, and include exhibits and schedules that were not filed with the Court on January 28, 2013. For the convenience of the Court and parties-in-interest, attached hereto as Exhibits C and D are corresponding blacklined pages reflecting the changes made since the Debtor-in-Possession Credit Agreements were filed with the Court on January 28, 2013.

Dated: February 12, 2013
Wilmington, Delaware

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Debtors-in-Possession*

EXHIBIT A

Executed ABL Credit 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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EXHIBITS AND SCHEDULES

Exhibit A-1	Form of Assignment and Acceptance
Exhibit A-2	Reserved
Exhibit B-1	Form of Borrowing Base Certificate
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Exhibit C-1	Form of Compliance Certificate
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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 account 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 to the contrary 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:

(A) amend, modify, or eliminate this Section or any provision of this Agreement providing for consent or other action by all Lenders,

(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 whosoever, 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.

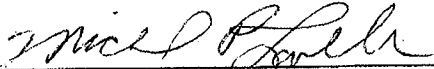
17.15. **Senior Debt.** The Obligations are intended to be senior Indebtedness, and not subordinated to any other senior Indebtedness, or made *pari passu* with Indebtedness that is subordinated to any other Indebtedness, of any Loan Party. The Obligations are deemed to be expressly designated and named 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: 
Name: _____
Title: _____


CLASSROOMDIRECT.COM, LLC, a Delaware limited liability company

By: 
Name: _____
Title: _____


SPORTIME, LLC, a Delaware limited liability company

By: 
Name: _____
Title: _____


DELTA EDUCATION, LLC, a Delaware limited liability company

By: 
Name: _____
Title: _____

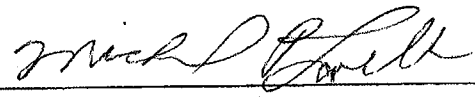
PREMIER AGENDAS, INC., a Washington
corporation

By: 
Name: _____
Title: _____

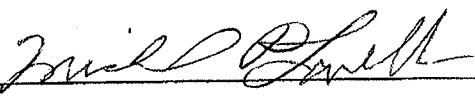
CHILDCRAFT EDUCATION CORP., a New York
corporation

By: 
Name: _____
Title: _____

BIRD-IN-HAND WOODWORKS, INC., a New
Jersey corporation

By: 
Name: _____
Title: _____


CALIFONE INTERNATIONAL, INC., a Delaware
corporation

By: 
Name: _____
Title: _____

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company, as Agent, as Co-
Collateral Agent, and as a Lender

By: Laura Nickas
Name: LAURA NICKAS
Its Authorized Signatory

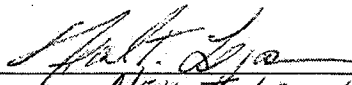
GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation, as a Co-Collateral Agent, and as a
Lender

By: 
Name: Kai Sorensen
Its Authorized Signatory

BANK OF MONTREAL, as a Lender

By: Stephanie Slavkin
Name: Stephanie Slavkin
Its Authorized Signatory

CIT FINANCE LLC,, as a Lender

By: 
Name: NEAL T. LEGAN
Its Authorized Signatory

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 ½%, (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 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,

(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.

EXHIBIT A-1

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT** ("Assignment Agreement") is entered into as of _____, between _____ ("Assignor") and _____ ("Assignee"). Reference is made to the Agreement described in Annex I hereto (the "Credit Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement.

1. In accordance with the terms and conditions of Section 13 of the Credit Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to the Assignor's rights and obligations under the Loan Documents as of the date hereof with respect to the Obligations owing to the Assignor, and Assignor's portion of the Commitments, all to the extent specified on Annex I.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim and (ii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; (b) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, representations or warranties made in or in connection with the Loan Documents, or (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or any Guarantor or the performance or observance by any Borrower or any Guarantor of any of their respective obligations under the Loan Documents or any other instrument or document furnished pursuant thereto, and (d) represents and warrants that the amount set forth as the Purchase Price on Annex I represents the amount owed by Borrowers to Assignor with respect to Assignor's share of the Advances assigned hereunder, as reflected on Assignor's books and records.

3. The Assignee (a) confirms that it has received copies of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (b) agrees that it will, independently and without reliance upon Agent, Assignor, or any other Lender, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Loan Documents; (c) confirms that it is an Eligible Transferee; (d) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender; **[and (f) attaches the forms prescribed by the Internal Revenue Service of the United States**

certifying as to the Assignee's status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Credit Agreement or such other documents as are necessary to indicate that all such payments are subject to such rates at a rate reduced by an applicable tax treaty].

4. Following the execution of this Assignment Agreement by the Assignor and Assignee, the Assignor will deliver this Assignment Agreement to the Agent for recording by the Agent. The effective date of this Assignment (the "Settlement Date") shall be the latest to occur of (a) the date of the execution and delivery hereof by the Assignor and the Assignee, (b) the receipt by Agent for its sole and separate account a processing fee in the amount of \$5,000 (if required by the Credit Agreement), (c) the receipt of any required consent of the Agent, and (d) the date specified in Annex I.

5. As of the Settlement Date (a) the Assignee shall be a party to the Credit Agreement and, to the extent of the interest assigned pursuant to this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Loan Documents, and (b) the Assignor shall, to the extent of the interest assigned pursuant to this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents, provided, however, 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 Article 15 and Section 17.9(a) of the Credit Agreement.

6. Upon the Settlement Date, Assignee shall pay to Assignor the Purchase Price (as set forth in Annex I). From and after the Settlement Date, Agent shall make all payments that are due and payable to the holder of the interest assigned hereunder (including payments of principal, interest, fees and other amounts) to Assignor for amounts which have accrued up to but excluding the Settlement Date and to Assignee for amounts which have accrued from and after the Settlement Date. On the Settlement Date, Assignor shall pay to Assignee an amount equal to the portion of any interest, fee, or any other charge that was paid to Assignor prior to the Settlement Date on account of the interest assigned hereunder and that are due and payable to Assignee with respect thereto, to the extent that such interest, fee or other charge relates to the period of time from and after the Settlement Date.

7. This Assignment Agreement may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment Agreement may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

8. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

[NAME OF ASSIGNOR]
as Assignor

By _____
Name:
Title:

[NAME OF ASSIGNEE]
as Assignee

By _____
Name:
Title:

ACCEPTED THIS ____ DAY OF

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By _____
Name:
Title:

ANNEX FOR ASSIGNMENT AND ACCEPTANCE

ANNEX I

1. Borrowers: School Specialty, Inc., a Wisconsin corporation, 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
2. Name and Date of Credit Agreement:

Debtor-in-Possession Credit Agreement, dated as of January 31, 2013, by and among Borrowers, the lenders from time to time a party thereto (the "Lenders"), Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as the arranger and administrative agent for the Lenders
3. Date of Assignment Agreement: _____
4. Amounts:
 - (a) Assigned Amount of Revolver Commitment \$ _____
 - (b) Assigned Amount of Revolving Loans \$ _____
5. Settlement Date: _____
6. Purchase Price \$ _____
7. Notice and Payment Instructions, etc.

Assignee:

Assignor:

_____	_____
_____	_____
_____	_____

8. Agreed and Accepted:

[ASSIGNOR]

[ASSIGNEE]

By: _____

Title: _____

By: _____

Title: _____

Accepted:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By _____

Name:

Title:

[SCHOOL SPECIALTY, INC.,
a Wisconsin corporation, as Administrative
Borrower

By _____

Name:

Title:]

Exhibit B-1



Summary Page Borrowing Base Certificate

Date _____
Name School Specialty, Inc.

A/R As of: _____
Inventory As of: _____

The undersigned, School Specialty, Inc. ("Borrower"), pursuant to that certain Credit Agreement dated as of May 22, 2012 (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Credit Agreement"), entered into among Borrower, the lenders signatory thereto from time to time and Wells Fargo Capital Finance, LLC, a Delaware limited liability company as the arranger and administrative agent (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), hereby certifies to Agent that the following items, calculated in accordance with the terms and definitions set forth in the Credit Agreement for such items are true and correct, and that Borrower is in compliance with and, after giving effect to any currently requested Advances, will be in compliance with, the terms, conditions, and provisions of the Credit Agreement.

Accounts Receivable

Accounts Receivable Balance per Aging Report Assigned To Wells Fargo Capital Finance _____
Less Ineligibles (detailed on page 2) _____
Net Eligible Accounts Receivable _____
Accounts Receivable Availability before Sublimit(s) _____
Net Available Accounts Receivable after Sublimit(s)

***Net Availability generated from Past Due Bucket (91-120 Days from invoice date)*

Inventory

Current Inventory Balance Assigned To Wells Fargo Capital Finance _____
Less Ineligibles (detailed on page 3b) _____
Eligible Inventory _____
Inventory Availability before Sublimit(s) _____
Available Current Inventory after Sublimit(s)
Slow Moving Inventory Balance Assigned to Wells Fargo Capital Finance _____
Less Ineligibles (detailed on page 3b) _____
Eligible Inventory _____
Inventory Availability before Sublimit(s) _____
Slow Moving Sublimit _____
Available Slow Moving Inventory after Sublimit(s)

Other Assets

Total Availability before Reserves
Reserves (SPN27)
Rent Reserves _____
W/ Wage Lien _____
\$SMM Reserve _____
Prof Fee Carve Out _____
Prof Fee accrual _____
Total Reserves
Total Availability after Reserves before Loan Balance and LCs
Total Credit Line 175,000,000.00 Suppressed Availability
Availability before Loan Balance
Letter of Credit Balance _____ As of: _____
Loan Ledger Balance _____ As of: _____
Net Availability

Additionally, the undersigned hereby certifies and represents and warrants to the Lender Group on behalf of Borrower that (i) as of the date hereof, each representation or warranty contained in or pursuant to any Loan Document, any agreement, instrument, certificate, document or other writing furnished at any time under or in connection with any Loan Document, and as of the effective date of any advance, continuation or conversion requested above is true and correct in all material respects (except to the extent any representation or warranty expressly related to an earlier date), (ii) each of the covenants and agreements contained in any Loan Document have been performed (to the extent required to be performed on or before the date hereof or each such effective date), (iii) no Default or Event of Default has occurred and is continuing on the date hereof, nor will any thereof occur after giving effect to the request above, and (iv) all of the foregoing is true and correct as of the effective date of the calculations set forth above and that such calculations have been made in accordance with the requirements of the Credit Agreement.

Authorized Signer

List of attachments with this Borrowing Base Certificate:

Page 2 - Accounts Receivable Availability Detail
Page 2b - Accounts Receivable Concentrations
Page 2c - Accounts Receivable Dilution
Page 3 - Inventory Availability Detail
Page 3a - Inventory Availability Detail
Page 3b - Inventory Availability Summary

EXHIBIT B-2

FORM OF BANK PRODUCTS PROVIDER LETTER AGREEMENT

[Letterhead of Specified Bank Products Provider]

[_____]

Wells Fargo Capital Finance, LLC as Agent
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60603
Attention: Business Finance Division Manager
Fax No.: (312) 332-0429

Reference is hereby made to that certain Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 (as amended, restated, supplemented, or modified from time to time, the "Credit Agreement"), by and among the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as agent for the Lenders (together with its successors and assigns in such capacity, "Agent"), and **SCHOOL SPECIALTY, INC.**, a Wisconsin corporation, **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 (collectively "Borrowers" and each a "Borrower") ("Borrower"). Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to them in the Credit Agreement.

Reference is also made to that certain [describe the Bank Product Agreement or Agreements] (the "Specified Bank Product Agreement [Agreements]") dated as of [_____] by and between [**Lender or Affiliate of Lender**] (the "Specified Bank Products Provider") and [**identify the Loan Party or Subsidiary**].

1. Appointment of Agent. The Specified Bank Products Provider hereby designates and appoints Agent, and Agent by its signature below hereby accepts such appointment, as its agent under the Credit Agreement and the other Loan Documents. The Specified Bank Products Provider hereby acknowledges that it has reviewed Sections 15.1, 15.2, 15.3, 15.4, 15.6, 15.7, 15.8, 15.9, 15.11, 15.12, 15.13, 15.14, 15.15, and 17.5 (collectively such sections are referred to herein as the "Agency Provisions"), including, as applicable, the defined terms referenced therein (but only to the extent used therein), and agrees to be bound by the provisions thereof. Specified Bank Products Provider and Agent each agree that the Agency Provisions which govern the relationship, and certain representations, acknowledgements, appointments, rights, restrictions, and agreements, between the Agent, on the one hand, and the Lenders or the Lender Group, on the other hand, shall, from and after the date of this letter agreement also apply to and govern, *mutatis mutandis*, the relationship between the Agent, on the one hand, and the Specified Bank

Product Provider with respect to the Bank Products provided pursuant to the Specified Bank Product Agreement[s], on the other hand.

2. Acknowledgement of Certain Provisions of Credit Agreement. The Specified Bank Products Provider hereby acknowledges that it has reviewed the provisions of Sections 2.4(b)(ii), 14.1, 15.10, 15.11, and 17.5 of the Credit Agreement, including, as applicable, the defined terms referenced therein, and agrees to be bound by the provisions thereof. Without limiting the generality of any of the foregoing referenced provisions, Specified Bank Product Provider understands and agrees that its rights and benefits under the Loan Documents consist solely of it being a beneficiary of the Liens and security interests granted to Agent and the right to share in Collateral as set forth in the Credit Agreement.

3. Reporting Requirements. Agent shall have no obligation to calculate the amount due and payable with respect to any Bank Products. On a monthly basis (not later than the 10th Business Day of each calendar month) or as more frequently as Agent shall request, the Specified Bank Products Provider agrees to provide Agent with a written report, in form and substance satisfactory to Agent, detailing Specified Bank Products Provider's reasonable determination of the credit exposure (and mark- to-market exposure) of Borrowers and their Subsidiaries in respect of the Bank Products provided by Specified Bank Products Provider pursuant to the Specified Bank Products Agreement[s]. If Agent does not receive such written report within the time period provided above, Agent shall be entitled to assume that the reasonable determination of the credit exposure of Borrowers and their Subsidiaries with respect to the Bank Products provided pursuant to the Specified Bank Products Agreement[s] is zero.

4. Bank Product Reserve Conditions. Specified Bank Products Provider further acknowledges and agrees that Agent shall have the right, but shall have no obligation to establish, maintain, relax or release reserves in respect of any of the Bank Product Obligations and that if reserves are established there is no obligation on the part of the Agent to determine or insure whether the amount of any such reserve is appropriate or not. If Agent so chooses to implement a reserve, Specified Bank Products Provider acknowledges and agrees that Agent shall be entitled to rely on the information in the reports described above to establish the Bank Product Reserve Amount.

5. Bank Product Obligations. From and after the delivery to Agent of this letter agreement duly executed by Specified Bank Product Provider and the acknowledgement of this letter agreement by Agent and Administrative Borrower, the obligations and liabilities of Borrowers and their Subsidiaries to Specified Bank Product Provider in respect of Bank Products evidenced by the Specified Bank Product Agreement[s] shall constitute Bank Product Obligations (and which, in turn, shall constitute Obligations), and Specified Bank Product Provider shall constitute a Bank Product Provider until such time as Specified Bank Products Provider or its affiliate is no longer a Lender. Specified Bank Products Provider acknowledges that other Bank Products (which may or may not be Specified Bank Products) may exist at any time.

6. Notices. All notices and other communications provided for hereunder shall be given in the form and manner provided in Section 11 of the Credit Agreement, and, if to Agent, shall be mailed, sent, or delivered to Agent in accordance with Section 11 in the Credit

Agreement, if to Borrowers, shall be mailed, sent, or delivered to Administrative Borrower in accordance with Section 11 in the Credit Agreement, and, if to Specified Bank Products Provider, shall be mailed, sent or delivered to the address set forth below, or, in each case as to any party, at such other address as shall be designated by such party in a written notice to the other party.

If to Specified Bank
Products Provider: _____

Attn: _____
Fax No. _____

7. Miscellaneous. This letter agreement is for the benefit of the Agent, the Specified Bank Products Provider, the Borrowers and each of their respective successors and assigns (including any successor agent pursuant to Section 15.9 of the Credit Agreement, but excluding any successor or assignee of a Specified Bank Products Provider that does not qualify as a Bank Product Provider). Unless the context of this letter 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." This letter agreement may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this letter by telefacsimile or other means of electronic transmission shall be equally effective as delivery of a manually executed counterpart.

8. Governing Law.

(a) THE VALIDITY OF THIS LETTER AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS LETTER AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS, LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK. EACH OF ADMINISTRATIVE BORROWER, SPECIFIED BANK PRODUCTS PROVIDER, 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 8(b).

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH ADMINISTRATIVE BORROWER, SPECIFIED BANK PRODUCTS PROVIDER, AND AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LETTER 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 OF ADMINISTRATIVE BORROWER, SPECIFIED BANK PRODUCTS PROVIDER, AND AGENT EACH REPRESENTS TO THE OTHERS 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 LETTER AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature pages to follow]

Sincerely,

[SPECIFIED BANK PRODUCTS PROVIDER]

By: _____

Name: _____

Title: _____

Acknowledged, accepted, and agreed
as of the date first written above:

SCHOOL SPECIALTY, INC., as Administrative
Borrower

By: _____

Name: _____

Title: _____

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company, as Agent

By: _____

Name: _____

Title: _____

EXHIBIT C-1

FORM OF COMPLIANCE CERTIFICATE

[on Borrower's letterhead]

To: Wells Fargo Capital Finance, LLC
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60603
Attn: Business Finance Division Manager

Re: Compliance Certificate dated [_____]

Ladies and Gentlemen:

Reference is made to that certain **DEBTOR-IN-POSSESSION CREDIT AGREEMENT** (the "Credit Agreement") dated as of January 31, 2013, by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as the arranger and administrative agent for the Lenders ("Agent"), **SCHOOL SPECIALTY, INC.**, a Wisconsin corporation, **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 (collectively "Borrowers" and each a "Borrower"). Capitalized terms used in this Compliance Certificate have the meanings set forth in the Credit Agreement unless specifically defined herein.

Pursuant to Schedule 5.1 of the Credit Agreement, the undersigned officer of Administrative Borrower hereby certifies that:

1. The financial information of Borrowers and their Subsidiaries furnished in Schedule 1 attached hereto, has been prepared in accordance with GAAP (except for year-end adjustments and the lack of footnotes), and fairly presents in all material respects the financial condition of Borrowers and their Subsidiaries.

2. Such officer has reviewed the terms of the Credit Agreement and has made, or caused to be made under his/her supervision, a review in reasonable detail of the transactions and condition of Borrowers and their Subsidiaries during the accounting period covered by the financial statements delivered pursuant to Schedule 5.1 of the Credit Agreement.

3. Such review has not disclosed the existence on and as of the date hereof, and the undersigned does not have knowledge of the existence as of the date hereof, of any event

or condition that constitutes a Default or Event of Default, except for such conditions or events listed on Schedule 2 attached hereto, specifying the nature and period of existence thereof and what action Borrowers and their Subsidiaries have taken, are taking, or propose to take with respect thereto.

4. The representations and warranties of Borrowers and their Subsidiaries set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the date hereof (except to the extent they relate to a specified date), except as set forth on Schedule 3 attached hereto.

IN WITNESS WHEREOF, this Compliance Certificate is executed by the undersigned this _____ day of _____, _____.

SCHOOL SPECIALTY, INC.,
a Wisconsin corporation, as Administrative Borrower

By: _____

Name: _____

Title: _____

SCHEDULE 1

Financial Information

SCHEDULE 2

Default or Event of Default

SCHEDULE 3

Representations and Warranties

EXHIBIT L-1

FORM OF LIBOR NOTICE

Wells Fargo Capital Finance, LLC, as Agent
under the below referenced Credit Agreement
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60603

Ladies and Gentlemen:

Reference hereby is made to that certain Debtor-in-Possession Credit Agreement, dated as of January 31, 2013, (the "Credit Agreement"), among School Specialty, Inc., a Wisconsin corporation, 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 (collectively "Borrowers" and individually a "Borrower"), the lenders signatory thereto (the "Lenders"), and Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as the arranger and administrative agent for the Lenders ("Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

This LIBOR Notice represents Borrowers' request to elect the LIBOR Option with respect to outstanding Advances in the amount of \$_____ (the "LIBOR Rate Advance"), **and is a written confirmation of the telephonic notice of such election given to Agent**].

The LIBOR Rate Advance will have an Interest Period of [1, 2, [or] 3[, or 6]] month(s) commencing on _____.

This LIBOR Notice further confirms Borrowers' acceptance, for purposes of determining the rate of interest based on the LIBOR Rate under the Credit Agreement, of the LIBOR Rate as determined pursuant to the Credit Agreement.

Administrative Borrower represents and warrants that (i) as of the date hereof, each representation or warranty contained in or pursuant to any Loan Document or any agreement, instrument, certificate, document or other writing furnished at any time under or in connection with any Loan Document, and as of the effective date of any advance, continuation or conversion requested above, is true and correct in all material respects (except to the extent any representation or warranty expressly related to an earlier date), (ii) each of the covenants and agreements contained in any Loan Document have been performed (to the extent required to be performed on or before the date hereof or each such effective date), and (iii) no Default or Event of Default has occurred and is continuing on the date hereof, nor will any thereof occur after giving effect to the request above.

Wells Fargo Capital Finance, LLC as Agent
Page 2

Dated: _____

SCHOOL SPECIALTY, INC.,
a Wisconsin corporation, as Administrative Borrower

By: _____

Name: _____

Title: _____

Acknowledged by:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By _____

Name: _____

Title: _____

Schedule A-1 – Agent’s Account

Wells Fargo Bank, N.A.

San Francisco, CA

ABA Number:121-000-248

Account Number: 4124923707

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

Lender	Revolver Commitment	Total Commitment
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 # 020479092

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

DEBTOR NAME	FILE NUMBER	DATE FILED	SECURED PARTY	COLLATERAL
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
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Liens on funds in Business Money Market Account No. 1852879814 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	<u>\$ 900,000.00</u>
			\$1,727,000.00

Schedule 3.1

The obligation of each Lender to make its initial extension of credit provided for in the Agreement is subject to the fulfillment, to the satisfaction of each Lender (the making of such initial extension of credit by any Lender being conclusively deemed to be its satisfaction or waiver of the following), of each of the following conditions precedent:

- (a) the Closing Date shall occur on or before January 31, 2013;
- (b) Agent shall have received a letter duly executed by each Loan Party authorizing Agent to file appropriate financing statements in such office or offices as may be necessary or, in the opinion of Agent, desirable to perfect the security interests to be created by the Loan Documents;
- (c) Agent shall have received evidence that appropriate financing statements have been duly filed in such office or offices as may be necessary or, in the opinion of Agent, desirable to perfect the Agent's Liens in and to the Collateral, and Agent shall have received searches reflecting the filing of all such financing statements;
- (d) Agent shall have received each of the following documents, in form and substance satisfactory to Co-Collateral Agents, duly executed and delivered, and each such document shall be in full force and effect:
 - (i) the Fee Letter,
 - (ii) the Guaranty and Security Agreement,
 - (iii) the Reaffirmation of Loan Documents with respect to the Existing Loan Documents,
 - (iv) the Split Lien Intercreditor Agreement.
- (e) Agent shall have received a certificate from the Secretary of each Loan Party (i) attesting to the resolutions of such Loan Party's board of directors authorizing its execution, delivery, and performance of the Loan Documents to which it is a party, (ii) authorizing specific officers of such Loan Party to execute the same, and (iii) attesting to the incumbency and signatures of such specific officers of such Loan Party;
- (f) Agent shall have received copies of each Loan Party's Governing Documents, as amended, modified, or supplemented to the Closing Date, certified by the Secretary of such Loan Party;
- (g) Agent shall have received an opinion of the Loan Parties' counsel in form and substance satisfactory to Co-Collateral Agents;
- (h) Agent shall have received a set of Projections of Borrowers for the 1-year period following the Closing Date (on a month by month basis), in form and substance (including as to scope and underlying assumptions) satisfactory to Co-Collateral Agents;

(i) Agent shall have received the Budget setting forth the Projected Information of Loan Parties for the 13-week period following the Closing Date, in form and substance (including as to scope and underlying assumptions) satisfactory to Agent;

(j) Borrowers shall have paid all Lender Group Expenses incurred in connection with the transactions evidenced by the Agreement, the Existing Credit Agreement, the other Loan Documents and the Existing Loan Documents;

(k) Agent shall have received documentation evidencing the post-Filing Date Split Lien Indebtedness, all in form and substance reasonably satisfactory to Co-Collateral Agents, and delivery of the Split Lien Intercreditor Agreement, in form and substance reasonably satisfactory to Co-Collateral Agents;

(l) Parent and each of its Subsidiaries shall have received all licenses, approvals or evidence of other actions required by any Governmental Authority in connection with the execution and delivery by Parent or its Subsidiaries of the Loan Documents or with the consummation of the transactions contemplated thereby;

(m) The Borrowers shall have entered into the Split Lien Credit Agreement, in form and substance satisfactory to Co-Collateral Agents, the Split Lien Credit Agreement shall be unmodified and in full force and effect, and the Borrowers shall not be in default thereunder;

(n) The Bankruptcy Cases shall have been commenced in the Bankruptcy Court and all "first day orders" and all related pleadings to be entered at or promptly following the commencement of the Bankruptcy Cases have been provided in advance to Agent in form and substance satisfactory to Agent in its sole discretion;

(o) Agent shall have received evidence that Borrowers have received proceeds under the Split Lien Credit Agreement in an aggregate principal amount of not less than \$15,000,000; and

(p) all other documents and legal matters in connection with the transactions contemplated by the Agreement shall have been delivered, executed, or recorded and shall be in form and substance satisfactory to Co-Collateral Agents.

Schedule 3.6(b) – Leasehold Mortgages

Agawam Sublet Distribution Center

Address: 101 Algreem 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:

Class	Authorized Shares	Outstanding Shares as of Closing Date
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.

Stock Option Plans	Shares Outstanding
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	<u>\$ 900,000.00</u>
			\$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.

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			
	<u>SSI</u>	<u>PAI</u>	<u>Select</u>	<u>Delta</u>
<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.

Surety Bonds as follows:

Bid Bonds as of 1/15/13

Principal Name	Obligee	Bid Amount	Project Description
Premier Agendas, Inc.	Birmingham City Schools	\$ 28,490.00	Bid No. 2012-029 Custom Planners
School Specialty Career & Technical Education	Clarkstown Central School District	\$ 168,247.00	Bid 4934 Technology Supplies 2013-2014 New York/Island Cooperative
School Specialty Career & Technical Education	ESC of Morris County BOE	\$ 5,525.22	Rocketry Supplies
School Specialty, Inc.	Arlington Independent School District	\$ 300,000.00	Classroom & Cafeteria furniture Sherry Street Elementary, Bid 13-54
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
School Specialty, Inc.	Berlin-Boylston Regional School District	\$ 10,000.00	Furniture Bid Package
School Specialty, Inc.	BUCKS COUNTY INTERMEDIATE UNIT #22	\$ 2,200.00	13001 GENERAL OFFICE & SCHOOL BID #2012253352SS
School Specialty, Inc.	BUFFALO CITY SCHOOL DISTRICT	\$ 981.68	BID 12-13-065 ART SUPPLIES 2012253289SS
School Specialty, Inc.	Buffalo Public Schools	\$ 24,718.90	BID 12-13-056 OFFICE SUPPLIES FOR SERVICE CENTER STOCK
School Specialty, Inc.	Centennial School District	\$ 230,000.00	Furniture & Equipment Bid No 2013-06
School Specialty, Inc.	City of Birmingham	\$ 15,900.00	Office Furniture #12-90

School Specialty, Inc.	City of Bridgeport	\$ 500,000.00	Fairchild Wheeler Multi Magnet High School - Furniture, Fixture & Equipment - Phase III (Bid #COB34513C)
School Specialty, Inc.	City of Milford	\$ 75,000.00	East Shore Middle School Additions and Alterations Phase 2 & 3CT DOE # 084-0185 EA
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 16,241.60	#4994 ELEMENTARY TEACHING AIDS SUPPLIESBID #2012252964SS
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 1,640,295.26	BID 4958 NY COOPERATIVE CLASSROOM OFFICE SUPPLIES
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 319,873.53	4935 PHYSICAL EDUCATION SUPPLIES BID #2012252819SS
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 1,097,517.25	4964 CLASSROOM/OFFICE SUPPLIES 2012253253SS
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 12,763.59	4998 SPECIAL NEEDS SUPPLIES BID #2012253051SS
School Specialty, Inc.	CLARKSTOWN CENTRAL SCHOOL DISTRICT	\$ 1,494,007.61	#4931 FINE ART SUPPLIES 2013-2014 NEW YORK/ISLAND COOPERATIVEBID #2012252818SS
School Specialty, Inc.	EDUCATIONAL DATA SERVICES INC	\$ 46,020.61	BID 4940 SPECIAL NEEDS 2012252544SS
School Specialty, Inc.	EDUCATIONAL DATA SERVICES INC	\$ 663,083.75	BID PHYS ED SUPPLIES 4899, 2012252475SS
School Specialty, Inc.	EDUCATIONAL DATA SERVICES INC	\$ 2,858,776.89	BID 4898 FINE ART /201225476SS
School Specialty, Inc.	EDUCATIONAL DATA SERVICES, INC	\$ 76,518.63	#4949 ELEMENTARY TEACHING AIDS SUPPLIES BID #2012256060SS
School Specialty, Inc.	North County Educational Purchasing Consortium	\$ 50,000.00	NCEPC classroom furniture & equipment bid
School Specialty, Inc.	Switzerland of Ohio Local School District	\$ 336,000.00	Bid Package #15 Furniture for Powhatan, River and Skyvue Loose Furnishings
School Specialty, Inc.	TRI-CREEK SCHOOL CORPORATION	\$ 80,462.62	INSTRUCTIONAL SUPPLIES BID #7773356392
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
		\$ 10,215,481.14	

Principal Name	Obligee	Contract Date	Bond Description	Bond Amount
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	\$ 53,527.08

			Package #118 FF&E Moveable Equipment	
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 InventoryChief Executive Offices:

Name	Chief Executive Office
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 5.1

Deliver to Agent (and if so requested by Agent, with copies for each Lender) each of the financial statements, reports, or other items set forth below at the following times in form satisfactory to Co-Collateral Agents:

as soon as available, but in any event within 30 days (45 days in the case of a month that is the end of one of Parent's fiscal quarters) after the end of each month during each of Parent's fiscal years,	<p>(a) an unaudited consolidated and consolidating balance sheet, income statement, statement of cash flow, and statement of shareholder's equity covering Parent's and its Subsidiaries' and Business Segment Financial Statements operations during such period and compared to the prior period and plan, together with a corresponding discussion and analysis of results from management,</p> <p>(b) a Compliance Certificate along with the underlying calculations, including the calculations to arrive at EBITDA to the extent applicable, and</p> <p>(c) 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 Agent, in its sole discretion.</p>
as soon as available, but in any event within 90 days after the end of each of Parent's fiscal years,	<p>(d) consolidated and consolidating financial statements of Parent and its Subsidiaries for each such fiscal year, audited by independent certified public accountants reasonably acceptable to Agent and certified, without any qualifications (including any (A) "going concern" or like qualification or exception, (B) qualification or exception as to the scope of such audit, or (C) qualification which relates to the treatment or classification of any item and which, as a condition to the removal of such qualification, would require an adjustment to such item, the effect of which would be to cause any noncompliance with the provisions of <u>Section 7</u> of the Agreement), by such accountants to have been prepared in accordance with GAAP (such audited financial statements to include a balance sheet, income statement, statement of cash flow, and statement of shareholder's equity, and, if prepared, such accountants' letter to management),</p> <p>(e) a Compliance Certificate along with the underlying calculations, including the calculations to arrive at EBITDA to the extent applicable, and</p> <p>(f) a detailed calculation of Excess Cash Flow.</p>
as soon as available, but in any event no later than May 30 of each of Parent's fiscal years,	(g) copies of Parent's Projections, in form and substance (including as to scope and underlying assumptions) satisfactory to Agent, in its Permitted Discretion, for the forthcoming fiscal year, month by month, certified by the chief financial officer of Parent as being such officer's good faith estimate of the financial performance of Parent (including each of the Business Segments) during the period covered thereby.

<p>if and when filed or provided by any Loan Party,</p>	<p>(h) Form 10-Q quarterly reports, Form 10-K annual reports, and Form 8-K current reports,</p> <p>(i) any other filings made by Parent with the SEC,</p> <p>(j) any other information that is provided by Parent to its shareholders or bondholders generally,</p> <p>(k) any other financial information or reports, or any written summary or analyses from Borrowers' Chief Restructuring Officer, provided by any Loan Party or the Chief Restructuring Officer to Split Lien Agent, and</p> <p>(l) copies of all monthly reports, projections or other information with respect to any Loan Party's business or financial condition or prospects, as well as all pleadings, motions, application and judicial information filed by or on behalf of any Loan Party with the Bankruptcy Court or provided by or to the U.S. Trustee (or any monitor or interim receiver, if any) or the Committee, at the time such document is filed or delivered, as applicable.</p>
<p>promptly, but in any event within 5 days after Parent has knowledge of any event or condition that constitutes a Default or an Event of Default,</p>	<p>(m) notice of such event or condition and a statement of the curative action that Borrowers propose to take with respect thereto.</p>
<p>promptly after the commencement thereof, but in any event within 5 days after the service of process with respect thereto on Parent or any of its Subsidiaries,</p>	<p>(n) notice of all actions, suits, or proceedings brought by or against Parent or any of its Subsidiaries before any Governmental Authority which reasonably could be expected to result in a Material Adverse Effect.</p>
<p>upon the request of Agent,</p>	<p>(o) monthly, at reasonable times, confirmation of availability for, and arrange for, the chief executive officer, chief financial officer and chief restructuring officer and other members of management of Borrowers to participate on a call with the Agent and Lenders to discuss matters relating to any Loan Party, and</p> <p>(p) any other information reasonably requested relating to the financial condition</p>

	of Parent or its Subsidiaries,
as soon as available, but in any event within five Business Days prior to the beginning of each month,	(q) an updated Budget for the succeeding thirteen-week period.
as soon as available, but in any event within the third Business Day following the end of each week,	(r) a Variance Report, in form and substance satisfactory to Agent in its sole discretion.
as soon as possible, but in any event within five Business Days after the Closing Date,	<p>(s) a list describing (i) 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 (A) any Loan Party, on the one hand, and any customer or any group thereof, on the other hand, whose agreements with any Loan Party are individually or in the aggregate material to the business or operations of such Loan Party, or (B) any Loan Party, on the one hand, and any supplier and any group thereof, on the other hand, whose agreements with any Loan Party are individually or in the aggregate material to the business or operations of such Loan Party, and</p> <p>(t) a list describing the amount of revenues or purchases of the Loan Parties from such customer and/or supplier in the prior fiscal year.</p>
as soon as possible, but in any event within one Business Day after any Loan Party's knowledge of any such actual or threatened termination, cancellation, limitation, modification or change,	(u) a notice to Agent describing the same and the amount of revenues or purchases of the Loan Parties from such customer and/or supplier in the prior fiscal year.

Schedule 5.2

Provide Co-Collateral Agents (and if so requested by Agent, with copies for each Lender) with each of the documents set forth below at the following times in form satisfactory to Co-Collateral Agents:

Weekly (no later than one Business Day after the end of each week)	<p>(a) a Borrowing Base Certificate,</p> <p>(b) a detailed aging, by total, of Borrowers' Accounts, together with a reconciliation and supporting documentation for any reconciling items noted (delivered electronically in an acceptable format, if Parent has implemented electronic reporting),</p> <p>(c) a detailed calculation of those Accounts that are not eligible for the Borrowing Base, if Parent has not implemented electronic reporting,</p> <p>(d) a detailed Inventory system/perpetual report together with a reconciliation to Borrowers' general ledger accounts (delivered electronically in an acceptable format, if Parent has implemented electronic reporting), a detailed calculation of all slow moving inventory (calculated in a manner acceptable to Agent), and a listing of all inventory locations including the amount of billable projects,</p> <p>(e) a detailed calculation of Inventory categories that are not eligible for the Borrowing Base, if Parent has not implemented electronic reporting,</p> <p>(f) a summary aging, by vendor, of Parent's and its Subsidiaries' accounts payable and any book overdraft (delivered electronically in an acceptable format, if Parent has implemented electronic reporting) and an aging, by vendor, of any held checks,</p> <p>(g) a detailed report regarding Parent's and its Subsidiaries' cash and Cash Equivalents, including an indication of which amounts constitute Qualified Cash,</p> <p>(h) a weekly Account roll-forward with supporting details supplied from sales journals, collection journals, credit registers and any other records, in a format acceptable to Agent in its discretion, tied to the beginning and ending account receivable balances of Borrowers' general ledger;</p> <p>(i) Inventory system/perpetual reports specifying the cost and the wholesale market value of Parent's and its Subsidiaries' Inventory, by category, with additional detail showing additions to and deletions therefrom (delivered electronically in an acceptable format, if Parent has implemented electronic reporting);</p> <p>(j) notice of all claims, offsets, or disputes asserted by Account Debtors with respect to Parent's and its Subsidiaries' Accounts;</p>
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Monthly (no later than the 30th day after the end of each month)	<p>(l) a reconciliation of Accounts, trade accounts payable, and Inventory of Borrowers' general ledger accounts to its monthly financial statements including any book reserves related to each category; and</p> <p>(m) a detailed list of all Loan Parties' outstanding surety bonds, with a description of each bond and related project and a schedule of all Accounts relating to such bonds.</p>
Quarterly	(n) a report regarding Parent's and its Subsidiaries' accrued, but unpaid, <i>ad valorem</i> taxes.
Annually	(o) a detailed list of Parent's and its Subsidiaries' customers, with address and contact information.
Upon request by Agent	<p>(p) copies of invoices together with corresponding shipping and delivery documents, and credit memos together with corresponding supporting documentation, with respect to invoices and credit memos in excess of an amount determined in the sole discretion of Agent, from time to time.</p> <p>(q) copies of purchase orders and invoices for Inventory acquired by Parent or its Subsidiaries, and</p> <p>(r) such other reports as to the Collateral or the financial condition of Parent and its Subsidiaries, as either Co-Collateral Agent may reasonably request.</p>

Schedule 5.16

Milestones

Milestone

1. On or before the Filing Date (or such later date as Agent shall agree in its discretion), Sellers and Purchaser shall have entered into the Asset Purchase Agreement, which shall be in form and substance acceptable to Agent and Co-Collateral Agents.
2. On or before the Filing Date (or such later date as Agent shall agree in its discretion), Sellers shall have filed the Bankruptcy Cases in the Bankruptcy Court.
3. On or before the Filing Date (or such later date as Agent shall agree in its discretion), 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 and Co-Collateral Agents.
4. On or before March 29, 2013 (or such later date as Lenders shall agree), Sellers shall have commenced the Auction (as defined in the Asset Purchase Agreement) if any other Qualified Bid (as defined in the Asset Purchase Agreement) is submitted prior to the Bid Deadline (the "Auction Deadline").
5. On or before March 31, 2013 (or such later date as Lenders shall agree), the Bankruptcy Court shall have entered the Sale Order, which shall be in form and substance acceptable to Agent, Co-Collateral Agents and Required Lenders.
6. On or before April 15, 2013 (or such later date as Lenders shall agree), the APA Closing Date shall have occurred.

As used herein, the following terms shall have the respective meanings given to them below:

"Bid Deadline" shall mean the deadline to submit Qualified Bids.

"Purchaser" shall mean Bayside School Specialty, LLC, a Delaware limited liability company.

"Qualified Bid" shall have the meaning set forth in the Asset Purchase Agreement

"Sellers" shall mean Parent and its Subsidiaries party to the Asset Purchase Agreement.

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 B

Executed Bayside Credit Agreement

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(j).

“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 Obligor.

“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 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.

“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;

- (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 (j) 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 Q 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 Obligor 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 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 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 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 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 repayable) 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 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, 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 Obligor 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) (i) 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.

(ii) 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 Obligor has 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.

(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, 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.

(b) 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 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;
- (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];
- (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

- (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 prepetition 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 (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;

(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. (a) 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.

(b) 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.

(c) 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 Obligors 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 (i) upon the termination of the Commitments, and payment and satisfaction in full in cash by the Borrowers of all Obligations, (ii) 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), (iii) 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 (iv) 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 Obligor. 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 Obligor, 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 Obligor. 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 Obligor 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. (a) 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.

(b) 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: 

Name:

Title:

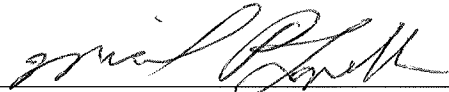
SELECT AGENDAS, INC.,

By: 

Name:

Title:


FREY SCIENTIFIC, INC.,

By: 

Name:

Title:

SAX ARTS & CRAFTS, INC.,

By: 

Name:

Title:

BAYSIDE FINANCE, LLC, as
Administrative Agent

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

BAYSIDE FINANCE, LLC, as
Collateral Agent

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

BAYSIDE FINANCE, LLC, as a Lender

By: 

Name: **Richard Siegel**

Title: **Authorized Signatory**

EXHIBIT A
to
Credit Agreement

FORM OF COMPLIANCE CERTIFICATE

Date _____, 20__

Bayside Finance, LLC, as Agent

[_____]

The undersigned, the chief financial officer of SCHOOL SPECIALTY, INC., a Wisconsin corporation (“School Specialty” or the “Administrative Borrower”), and 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”), gives this certificate (this “Certificate”) to Bayside Finance, LLC, a Delaware limited liability company, as Administrative Agent, in my capacity as Chief Financial Officer of the Administrative Borrower and not in my individual capacity, in accordance with the applicable requirements of Article V of that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January [], 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, Select Agendas, Corp., a Nova Scotia unlimited liability company, as a Guarantor, 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 Borrowers) that becomes a Guarantor thereunder and party thereto from time to time in accordance with Section 5.8 thereof, each of the Lenders party thereto and Bayside Finance, LLC, a Delaware limited liability company, 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”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings attributable thereto in the Credit Agreement. I have reviewed and am familiar with the contents of this Certificate.

1. Based upon my review of the [**audited**] [**unaudited**] balance sheets and statements of the Borrowers and the related statements of profit and loss and cash flow, for the [**Fiscal Month**] [**Fiscal Year**] ending _____, 20__, copies of which are accompanied by this Certificate, I hereby certify that 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 of the Credit Agreement;

2. No Default exists on the date hereof, other than: _____
_____ **[if none, so state].**

3. No Event of Default exists on the date hereof, other than _____
_____ **[if none, so state].**

4. The representations and warranties of each Obligor in the Loan Documents are true and correct in all material respects (without duplication of any materiality qualifier contained therein).

5. The [audited] [unaudited] balance sheets and the related statements of income and cash flow accompanied by this Certificate have been prepared in accordance with GAAP (subject to Section 1.1(o) of the Credit Agreement), 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 to normal year-end audit adjustments and the addition of footnotes]¹.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

¹ Bracketed language not to be included for audited annual financial statements.

The Administrative Borrower has caused this Compliance Certificate to be executed and delivered by its duly authorized representative as of the date first written above.

SCHOOL SPECIALTY, INC.

By: _____

Name:

Title:

EXHIBIT B
to
Credit Agreement

VARIANCE REPORT CERTIFICATE

Date _____, 20__

Bayside Finance, LLC, as Agent
c/o Bayside Capital, Inc.
1001 Brickell Bay Drive, 26th Floor
Miami, FL 33131

The undersigned, the chief financial officer and chief restructuring officer of SCHOOL SPECIALTY, INC., a Wisconsin corporation ("School Specialty" or the "Administrative Borrower") give this certificate (this "Certificate") to Bayside Finance, LLC, a Delaware limited liability company, as Administrative Agent, in our respective capacities as Chief Financial Officer and Chief Restructuring Officer, as applicable, of the Administrative Borrower and not in our individual capacities, in accordance with the applicable requirements of Section 5.1(y)(ii) of that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January [], 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among 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, as a Guarantor, 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 Borrowers) that becomes a Guarantor thereunder and party thereto from time to time, each of the Lenders party thereto and Bayside Finance, LLC, a Delaware limited liability company, 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"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings attributable thereto in the Credit Agreement. I have reviewed and am familiar with the contents of this Certificate.

The undersigned hereby certify, on behalf of the Obligors, that the following statements are true on the date hereof:

- (a) Attached hereto is the Variance Report 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 immediately preceding 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.

(b) As of the end of such immediately preceding Test Period, the Group Members are in compliance with the requirements set forth in Section 6.31 of the Credit Agreement with respect to Test Period.

(c) No Default or Event of Default has occurred.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned has caused this certificate to be executed and delivered by its duly authorized representative as of the date first set forth above.

SCHOOL SPECIALTY, INC.

By: _____

Name:

Title: Chief Financial Officer

By: _____

Name:

Title: Chief Restructuring Officer

EXHIBIT C
to
Credit Agreement

FORM OF GUARANTY SUPPLEMENT

Bayside Finance, LLC, as Agent

[_____]

Ladies and Gentlemen:

Reference is made to (a) the Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January [], 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), 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, as a Guarantor, 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 Borrowers) that becomes a Guarantor thereunder and party thereto from time to time in accordance with Section 5.8 thereof, each of the Lenders party thereto 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”), and (b) the Security and Pledge Agreement dated as of January [], 2013 and entered into by and among the Borrowers, Select Agendas, Corp., a Nova Scotia unlimited liability company, as a Guarantor, Frey Scientific, Inc., Sax Arts & Crafts, Inc. and Agent. This guaranty supplement is hereinafter referred to as the “Guaranty Supplement”. The capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

Section 1. Guaranty Supplement; Limitation of Liability.

(a) The undersigned hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of each other Obligor now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing

Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premium, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "Guaranteed Obligations"), and agrees to pay any and all reasonable costs and expenses (including, without limitation, documented, reasonable attorneys' fees and expenses) incurred by the Agent in enforcing any rights under this Guaranty or any other Loan Document. Without limiting the generality of the foregoing, the undersigned's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Obligor to any Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Obligor.

(b) The undersigned, and by its acceptance of this Guaranty Supplement, the Agent on behalf of each other Lender, hereby confirms that it is the intention of all such Persons that this Guaranty Supplement, the Guaranty and the Obligations of the undersigned hereunder and thereunder not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code or any similar foreign, federal or state law for the relief of debtors, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty Supplement, the Guaranty and the Obligations of the undersigned hereunder and thereunder. To effectuate the foregoing intention, the Agent, the other Lenders and the undersigned hereby irrevocably agree that the Obligations of the undersigned under this Guaranty Supplement and the Guaranty at any time shall be limited to the maximum amount as will result in the Obligations of the undersigned under this Guaranty Supplement and the Guaranty not constituting a fraudulent transfer or conveyance.

(c) The undersigned hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender under this Guaranty Supplement and the Guaranty, the undersigned will contribute, to the maximum extent permitted by applicable law, such amounts to each other Guarantor having the same Obligor as such Guarantor so as to maximize the aggregate amount paid to the Lenders under or in respect of the Loan Documents.

Section 2. Obligations Under the Guaranty. The undersigned hereby agrees, as of the date first above written, to be bound as a Guarantor by all of the terms and conditions of the Guaranty to the same extent as each of the other Guarantors thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Credit Agreement to a "Guarantor" or an "Obligor" shall also mean and be a reference to the undersigned, and each reference in any other Loan Document to a "Guarantor" or an "Obligor" shall also mean and be a reference to the undersigned.

Section 3. Representations and Warranties. The undersigned hereby makes each representation and warranty set forth in Article IV of the Credit Agreement as of the date hereof (except that to the extent such representation and warranty refers specifically to an earlier date, then the undersigned makes such representation and warranty as of such earlier date) to the same extent as each other Group Member. Schedules [], [] and [] attached hereto supplement the corresponding schedules to the Credit Agreement solely with respect to the undersigned.

Section 4. Delivery. Delivery of an executed counterpart of a signature page to this Guaranty Supplement by facsimile transmission, portable document format (pdf) or electronic mail shall be effective as delivery of an original executed counterpart of this Guaranty

Supplement.

Section 5. Governing Law; Jurisdiction; Waivers and Acknowledgments, Etc.

(a) This Guaranty Supplement shall be governed by the laws of the State of New York without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

(b) The undersigned hereby consents to the jurisdiction of any state or federal court sitting in the State of New York in any action or proceeding arising out of or relating to this Guaranty Supplement, the Guaranty or any of the other Loan Documents to which it is a party, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. The undersigned irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The undersigned 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 5(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) The undersigned hereby unconditionally and irrevocably waives, for the benefit of the Secured Parties, promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty Supplement and any requirement that any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Obligor or any other Person or any Collateral.

(d) The undersigned hereby unconditionally and irrevocably waives any right to revoke this Guaranty Supplement and acknowledges that this Guaranty Supplement is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(e) The undersigned hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against any of the other Obligors, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the Obligations of such Guarantor hereunder.

(f) The undersigned acknowledges that the Agent may, without notice to or demand upon such Guarantor and without affecting the liability of such Guarantor under this Guaranty Supplement, foreclose under any mortgage by nonjudicial sale, and each Guarantor hereby waives any defense to the recovery by the Agent and the other Secured Parties against such Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(g) The undersigned hereby unconditionally and irrevocably waives any duty on the part of any Lender to disclose to such Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Obligor or any of its Subsidiaries now or hereafter known by such Lender.

(h) The undersigned acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in this Section 5 are knowingly made in contemplation of such benefits.

[Remainder of page intentionally left blank; signature page follows.]

Very truly yours,

[NAME OF ADDITIONAL GUARANTOR]

By: _____
Name:
Title:

ACKNOWLEDGED:

BAYSIDE FINANCE, LLC, as Agent

By: _____
Name:
Title:

EXHIBIT D
to
Credit Agreement

FORM OF NOTICE OF BORROWING

Date _____, 20__

Bayside Finance, LLC, as Agent
c/o Bayside Capital, Inc.
1001 Brickell Bay Drive, 26th Floor
Miami, FL 33131

Re: Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January [], 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), 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, as a Guarantor, 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 Borrowers) that becomes a Guarantor thereunder and party thereto from time to time in accordance with Section 5.8 thereof, each of the Lenders party thereto 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").

Ladies and Gentlemen:

This Notice of Borrowing is delivered to you pursuant to Section 2.2 of the Credit Agreement by the undersigned Chief Financial Officer and Chief Restructuring Officer (together, the "Certifying Officers") of the Administrative Borrower. Unless otherwise defined herein, capitalized terms used herein shall have the meanings attributable thereto in the Credit Agreement. The Administrative Borrower hereby requests a Revolving Loan advance its account and the account of CLASSROOMDIRECT.COM, LLC, DELTA EDUCATION, LCC, SPORTIME, LLC, CHILDCRAFT EDUCATION CORP., BIRD-IN-HAND WOODWORKS,

INC., CALIFONE INTERNATIONAL, INC., PREMIER AGENDAS, INC. in the aggregate principal amount of \$_____, to be made on _____, 20__ which shall be a Business Day (the "Funding Date"), with an Interest Period as set forth in the Credit Agreement.

The undersigned hereby certifies, on behalf of the Obligors, that the following statements are true on the date hereof, and will be true on the proposed Funding Date:

(a) Attached hereto is the Interim Weekly Cash Flow Estimate for the current fiscal week after giving effect to the funding of the Revolving Loan borrowing requested hereby, which, among other things, reflects that, as of the end of the current fiscal week, there is no ABL DIP Credit Agreement Availability projected to exist and the projected amount of the Unrestricted Cash on hand of the Group Members does not exceed \$1,000,000. Such Interim Weekly Cash Flow Estimate has been prepared in good faith based on reasonable estimates and assumptions that the Certifying Officers have determined to be reasonable and fair in light of the current conditions and facts.

(b) Before and after giving effect to the Loans and to the application of the proceeds therefrom, the representations and warranties of each Obligor in the Loan Documents are true and correct in all material respects (without duplication of any materiality qualifier contained therein).

(c) 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.

(d) The borrowing of the Revolving Loans proposed herein is permitted under Section 2.1, and pursuant to Section 2.2, of the Credit Agreement and after giving effect thereto, the aggregate principal amount thereof will not exceed the Revolving Commitment Amount as of the Funding Date.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned has caused this Notice of Borrowing to be executed and delivered by its duly authorized representative as of the date first set forth above.

SCHOOL SPECIALTY, INC.

By: _____

Name:

Title: Chief Financial Officer

By: _____

Name:

Title: Chief Restructuring Officer

EXHIBIT E
to
Credit Agreement

FORM OF SECURITY AND PLEDGE AGREEMENT

Please see attached.

EXHIBIT F
to
Credit Agreement

FORM OF INTERCOMPANY SUBORDINATION AND PAYMENT AGREEMENT

Please see attached.

EXHIBIT G
to
Credit Agreement

FORM OF ASSIGNMENT CERTIFICATE

Assignment Certificate

[DATE]

Reference is made to the Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January [], 2013 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), 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, as a Guarantor, 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 Borrowers) that becomes a Guarantor thereunder and party thereto from time to time in accordance with Section 5.8 thereof, each of the Lenders party thereto 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"). The capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

_____ ("Assignor") and _____ ("Assignee") agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby purchases and assumes from Assignor a principal amount of \$ _____ of Assignor's outstanding [Term Loans][Revolving Loans] (the "Assigned Interest"), together with an interest in the Loan Documents corresponding to the Assigned Interest. This Agreement shall be effective as of the date hereof (the "Effective Date"). From and after the Effective Date, Assignee hereby expressly assumes, and undertakes to perform, all of Assignor's obligations in respect of the Assigned Interest, and all principal, interest, fees and other amounts which would otherwise be payable to or for Assignor's account in respect of the Assigned Interest shall be payable to or for Assignee's account, to the extent such amounts accrue on or after the Effective Date.

2. Assignor (a) represents that as of the date hereof, prior to giving effect to this assignment, its [Term Commitment][Revolving Commitment] is \$_____ and the outstanding balance of its [Term Loans][Revolving Loans] is \$_____ ; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto, other than that Assignor is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers or the performance by the Borrowers of their obligations under the Loan Documents. *[Assignor is attaching the Note[s] held by it and requests that the Administrative Agent exchange such Note[s] for new Notes payable to Assignee [and Assignor].]*

3. Assignee (a) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance and that, from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder; (b) confirms that it has received copies of the Credit Agreement and such other Loan Documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment; (c) agrees that it shall, independently and without reliance upon Assignor 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 the Loan Documents; (d) confirms that it is an Applicant; (e) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; (f) agrees that it will observe and perform all obligations that are required to be performed by it as a "Lender" under the Loan Documents; and (g) represents and warrants that the Assignment evidenced hereby will not result in a non-exempt "prohibited transaction" under Section 406 of ERISA.

4. Pursuant to Section 8.12(a)(ii) of the Credit Agreement, Assignor represents and warrants that it has paid the administrative fee to the Administrative Agent, and the Administrative Agent accepts and acknowledges Assignor's payment of the administrative fee.

5. This Assignment Certificate shall be governed by the laws of the State of New York without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks). 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 this Assignment Certificate shall remain in full force and effect.

6. Each notice or other communication hereunder shall be in writing, shall be sent by messenger, by telecopy or facsimile transmission, or by first-class mail, shall be deemed given when sent and shall be sent as follows:

- a. If to Assignee, to the following address (or to such other address as Assignee may designate from time to time):

- b. if to Assignor, to the following address (or to such other address as Assignor may designate from time to time):

Payments hereunder shall be made by wire transfer of immediately available Dollars as follows:

If to Assignee, to the following account (or to such other account as Assignee may designate from time to time):

ABA No. _____

Account No. _____
Reference: _____

If to Assignor, to the following account (or to such other account as Assignor may designate from time to time):

ABA No. _____

Account No. _____
Reference: _____

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Assignment Certificate is executed as of the date first set forth above.

("Assignee")

By:_____
Name:
Title:

("Assignor")

By:_____
Name:
Title:

ACKNOWLEDGED AND AGREED,
AS OF THE DATE SET FORTH ABOVE

BORROWERS:

**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.**

By:_____
Name:
Title:

BAYSIDE FINANCE, LLC,
as Administrative Agent

By:_____
Name:
Title:

EXHIBIT H
to
Credit Agreement

FORM OF APPROVED BUDGET

Please see attached.

School Specialty Inc.
DIP Summary

School Specialty Inc. DIP Budget														
\$ Millions	Feb-13 Week 1	Feb-13 Week 2	Feb-13 Week 3	Feb-13 Week 4	Mar-13 Week 1	Mar-13 Week 2	Mar-13 Week 3	Mar-13 Week 4	Mar-13 Week 5	Apr-13 Week 1	Apr-13 Week 2	Apr-13 Week 3	Apr-13 Week 4	
Week Ended	2/2	2/9	2/16	2/23	3/2	3/9	3/16	3/23	3/30	4/6	4/13	4/20	4/27	
Receipts:														
Collections	\$ 7.4	\$ 7.2	\$ 7.7	\$ 8.2	\$ 9.1	\$ 9.0	\$ 8.5	\$ 7.3	\$ 9.7	\$ 9.2	\$ 7.3	\$ 9.1	\$ 10.8	
Disbursements:														
Operating Disbursements														
Payroll	\$0.1	\$3.9	\$0.0	\$4.0	\$0.5	\$4.1	\$0.2	\$4.1	\$0.3	\$4.1	\$ 0.3	\$ 4.2	\$ 0.3	
Rent	0.7	0.0	0.0	0.0	0.7	0.0	0.0	0.0	0.0	0.7	0.0	0.0	0.0	
Taxes	0.1	0.0	0.2	0.2	0.0	0.0	0.0	0.3	0.0	0.0	0.3	0.3	0.0	
AP Disbursement	18.5	12.0	8.0	7.4	9.0	9.7	8.2	8.2	8.4	9.8	10.4	10.4	10.4	
Debtor Professionals Fees	0.0	0.0	0.0	0.0	0.0	0.0	1.2	0.0	0.0	0.0	0.0	1.1	1.9	
Professional Fees for Unsecured Creditors	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0	0.0	0.0	0.4	0.0	
Restructuring/ Other Profess. Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.7	0.0	0.0	0.0	0.0	0.7	8.2	
Total Operating Disbursements	\$19.4	\$15.9	\$8.2	\$11.6	\$10.2	\$13.8	\$10.6	\$12.6	\$8.7	\$14.6	\$11.1	\$17.0	\$20.8	
ABL Interest/ Fee	\$2.7	\$0.0	\$0.0	\$0.3	\$0.0	\$0.0	\$0.0	\$0.0	\$0.3	\$0.0	\$0.0	\$0.0	\$0.3	
Term Loan Interest (1)	2.6	0.0	0.0	1.2	0.0	0.0	0.0	0.0	1.2	0.0	0.0	0.0	1.2	
Term Loan DIP Interest/ Fees (1)	1.7	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.4	0.0	0.0	0.0	0.5	
Convertible Notes Interest	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Disbursements	\$26.4	\$15.9	\$8.2	\$13.3	\$10.2	\$13.8	\$10.6	\$12.6	\$10.5	\$14.6	\$11.1	\$17.0	\$22.8	
Net Cash Flows	(\$19.0)	(\$8.7)	(\$0.6)	(\$5.1)	(\$1.2)	(\$4.8)	(\$2.2)	(\$5.3)	(\$0.8)	(\$5.4)	(\$3.7)	(\$7.9)	(\$12.0)	
<hr/>														
Beginning Cash Balance	\$ -	\$ 4.4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Net Cash Flows	(19.0)	(8.7)	(0.6)	(5.1)	(1.2)	(4.8)	(2.2)	(5.3)	(0.8)	(5.4)	(3.7)	(7.9)	(12.0)	
Net Borrowings/(Paydowns)	23.4	4.2	0.6	5.1	1.2	4.8	2.2	5.3	0.8	5.4	3.7	7.9	12.0	
Unrestricted Cash Balance	\$ 4.4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<hr/>														
ABL DIP Balance														
Projected ABL Availability	\$ 57.0	\$ 60.6	\$ 61.1	\$ 61.6	\$ 60.6	\$ 63.9	\$ 66.2	\$ 66.4	\$ 68.3	\$ 68.5	\$ 71.4	\$ 75.6	\$ 78.4	
ABL Balance	43.6	52.0	55.6	56.1	56.6	55.6	58.9	61.1	61.4	62.3	63.5	66.4	70.6	
Minimum Liquidity	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	
Excess/(Deficit) ABL Availability	\$8.4	\$3.6	\$0.5	\$0.4	(\$0.9)	\$3.3	\$2.2	\$0.3	\$1.9	\$1.3	\$2.8	\$4.2	\$2.8	
<hr/>														
Incremental ABL Funding/(Paydown)	\$ 8.4	\$ 3.6	\$ 0.5	\$ 0.4	\$ (0.9)	\$ 3.3	\$ 2.2	\$ 0.3	\$ 0.8	\$ 1.3	\$ 2.8	\$ 4.2	\$ 2.8	
Funded ABL Debt Balance	52.0	55.6	56.1	56.6	55.6	58.9	61.1	61.4	62.3	63.5	66.4	70.6	73.4	
Excess ABL availability after reserves and minimum liqu	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.09	\$ -	\$ 1.1	\$ -	\$ -	\$ -	\$ -	
<hr/>														
Term Loan DIP														
Funded Bayside DIP Balance	-	15.0	15.6	15.7	20.3	22.4	23.9	23.9	28.9	28.9	33.1	34.0	37.7	
Incremental Bayside DIP Funding	15.0	0.6	0.0	4.6	2.1	1.5	-	5.0	-	4.2	0.9	3.7	9.2	
Ending Funded Balance	\$ 15.0	\$ 15.6	\$ 15.7	\$ 20.3	\$ 22.4	\$ 23.9	\$ 23.9	\$ 28.9	\$ 28.9	\$ 33.1	\$ 34.0	\$ 37.7	\$ 46.9	

Note

As among the DIP Collateral, the Professionals' Carve-Out, if and to the extent invoked pursuant to this Interim Order, shall be allocated one-half against and funded from the ABL Priority Collateral and one-half against and funded from the Term Loan Priority Collateral, other than the Professionals' Carve-Out for amounts anticipated to be incurred on or after the earlier of the Required Prepayment Date (as defined in the ABL DIP Credit Agreement) and April 30, 2013 (including any success fee), which amounts shall be funded exclusively from the Term Loan Priority Collateral or the Bayside DIP Credit Agreement."

School Specialty, Inc.
Wind Down Analysis
\$(000s)

Wind Down Costs (May - October) (1)

School Specialty Inc. DIP Budget

Employee Wind Down Costs

Management	\$	374
Staff		455
Other		156
	\$	985

Comments

CFO and Controllers at \$375 and \$200k annually
 2 IT members and 5 Accountants at \$100k annually
 Rent, Utilities and Insurance

Operating Costs

Hold Over Leases	[Open]
LC's and Surety Bonds	[Open]
IT Cost	[Open]
	\$ -

Unknown due to timing
 Unknown due to timing
 Unknown if covered by Transition Services Agreement

Professional Fees

Paul Weiss	\$	450
A&M		550
Local Counsel		300
Other Counsel		150
April -13 Unpaid Professional Fees		2,525
	\$	3,975

Assumed to be as high as 1 month of fees

Ch. 11 Items

Remaining Administrative & Priority Claims	[Open]
Trustee Fees	220
	\$ 220

Total Disbursements

\$ 5,180

Balance does not account for "Open" costs

Notes:

`(1) Assumes no significant litigation

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	Montana
Arizona	Nebraska
Arkansas	Nevada
California	New Hampshire
Connecticut	New Mexico
District of Columbia	New Jersey
Florida	New York
Georgia	North Dakota
Hawaii	Ohio
Idaho	Oklahoma
Illinois	Oregon
Indiana	Pennsylvania
Iowa	South Carolina
Kansas	Tennessee
Kentucky	Texas
Louisiana	Virginia
Maryland	Washington
Massachusetts	West Virginia
Michigan	Wisconsin
Minnesota	
Mississippi	
Missouri	

Premier Agendas, Inc.

Alabama	Massachusetts	Oklahoma
Alaska	Michigan	Oregon
Arizona	Minnesota	Pennsylvania
California	Mississippi	Rhode Island
Colorado	Missouri	South Carolina
Connecticut	Montana	Tennessee
Hawaii	Nebraska	Texas
Idaho	Nevada	Utah
Illinois	New Hampshire	Vermont
Indiana	New Jersey	Virginia
Iowa	New Mexico	Washington
Kentucky	New York	West Virginia
Louisiana	North Carolina	Wisconsin
Maine	North Dakota	Wyoming
Maryland	Ohio	

Delta Education, LLC

Delaware

Alabama

California

Illinois

Indiana

Louisiana

Massachusetts

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

Entity	Tax ID	State of Domicile	Authorized Shares	Outstanding Shares
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 MembersPart BLong-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	<u>\$ 900,000.00</u>
			\$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

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 AccountsUS Accounts

Owner	Type of Account	Bank	Account Number
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

Owner	Type of Account	Bank	Account Number
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 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

Title	Country	App. No.	Filing Date	Pat. No.	Issue Date	Status	Bus. Unit / Owner
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

Title	Country	App. No.	Filing Date	Pat. No.	Issue Date	Status	Bus. Unit / Owner
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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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
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	

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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	

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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
KORNER 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	

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
ABC	Canada Childcraft Education Corp	Registered	737538	1310677	03-Apr-2009	26-Jul-2006

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
ABILITATIONS	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

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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	

Mark	Country / Business Unit	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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.**

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002797439	2/13/1990
Brodhead Garrett Company	Brodhead-Garrett : catalog	TX0002420750	10/13/1988

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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 TX0002239795	3/15/1985 8/12/1985
Childcraft Education Corporation	Childcraft : toys that teach : [catalog].	TX0001764297; TX0001889261	2/28/1986; 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; TX0002124526	2/24/1987 & 8/3/1987
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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 Delta Science Modules, Third Edition.	TX0006898340	11/9/2007
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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 Horne 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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

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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
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
Delta Education, LLC	Hexagonoes order of operations : teacher guide.	TX0005867053	11/21/2003
Delta Education, LLC	Hexagonoes patterns : teacher guide.	TX0005867057	11/21/2003
Delta Education, LLC	Hexagonoes percents : level 1, teacher guide.	TX0005867048	11/21/2003
Delta Education, LLC	Hexagonoes ratio & proportion : level 2, teacher guide.	TX0005867056	11/21/2003
Delta Education, LLC	Hexagonoes 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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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+ communites : 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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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 IIB / 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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

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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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

Claimant	Title	Reg Number	Reg Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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 enseñanza 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

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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

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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 Publiishing [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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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

Claimant	Title	Reg Number	Reg Date
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
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

Claimant	Title	Reg Number	Reg Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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

Claimant	Title	Reg Number	Reg Date
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 Publishng 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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg Number</i>	<i>Reg Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
Neosci Corporation	IntelPlay QX3 computer microscope, school edition : curriculum guide.	TX0005663722	10/25/2002

PREMIER AGENDAS, INC.

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

Claimant	Title	Reg. Number	Reg. Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
Sax Arts and Crafts	Sax Arts and Crafts	TX0000015409	2/13/1978

SCHOOL SPECIALTY, INC.

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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

Claimant	Title	Reg. Number	Reg. Date
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

Claimant	Title	Reg. Number	Reg. Date
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

Claimant	Title	Reg. Number	Reg. Date
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

<i>Claimant</i>	<i>Title</i>	<i>Reg. Number</i>	<i>Reg. Date</i>
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%

Columbia Management Investment		
20 Advisers LLC	108,484	0.6%

Top 20 Institutional Ownership	12,717,776	66.3%
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Other Institutional Ownership	1,164,808	6.1%
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Total Institutional Ownership	13,882,584	72.4%
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	Shares	% of
<u>Insider Ownership</u>	<u>Held</u>	<u>S/O</u>

1 Msd Capital Lp	2,884,499	15.0%
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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%
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Top 5 Insider Ownership	3,781,978	19.7%
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Other Insider Ownership	261,294	1.4%
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Total Insider Ownership	4,043,272	21.1%
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Implied Retail Ownership	1,253,093	6.5%
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Total Ownership	19,178,949	100.0%
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Schedule 4.21 Insurance

Insurer	Policy Type	Coverage	Deductibles	Policy #
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	01-166-65-19
			\$500,000 Securities	
			\$350,000 All Other	
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	6803-3234
			\$50,000 Securities	
			\$10,000 All Other	
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

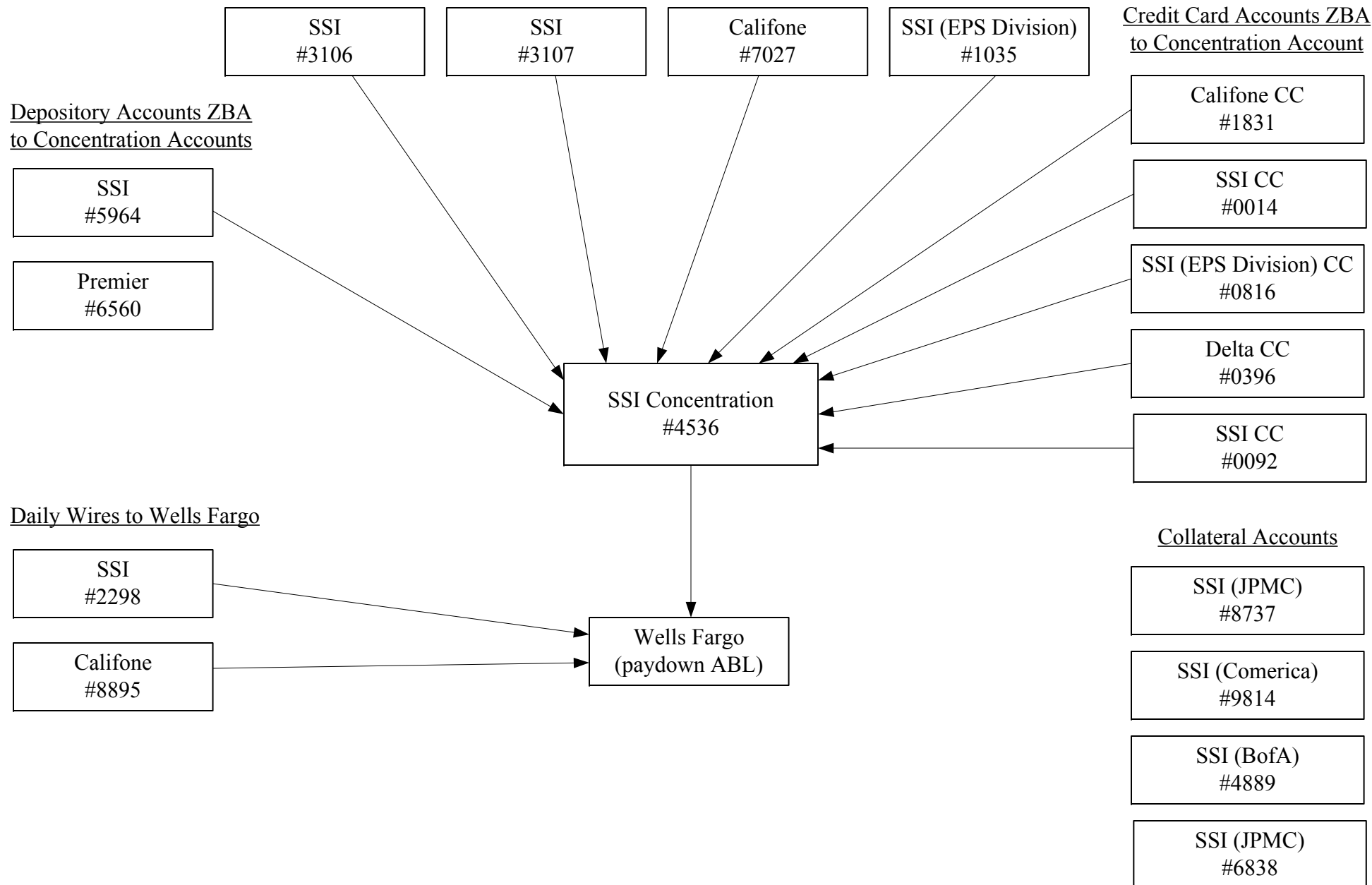
None

Schedule 5.12 – Cash Management System

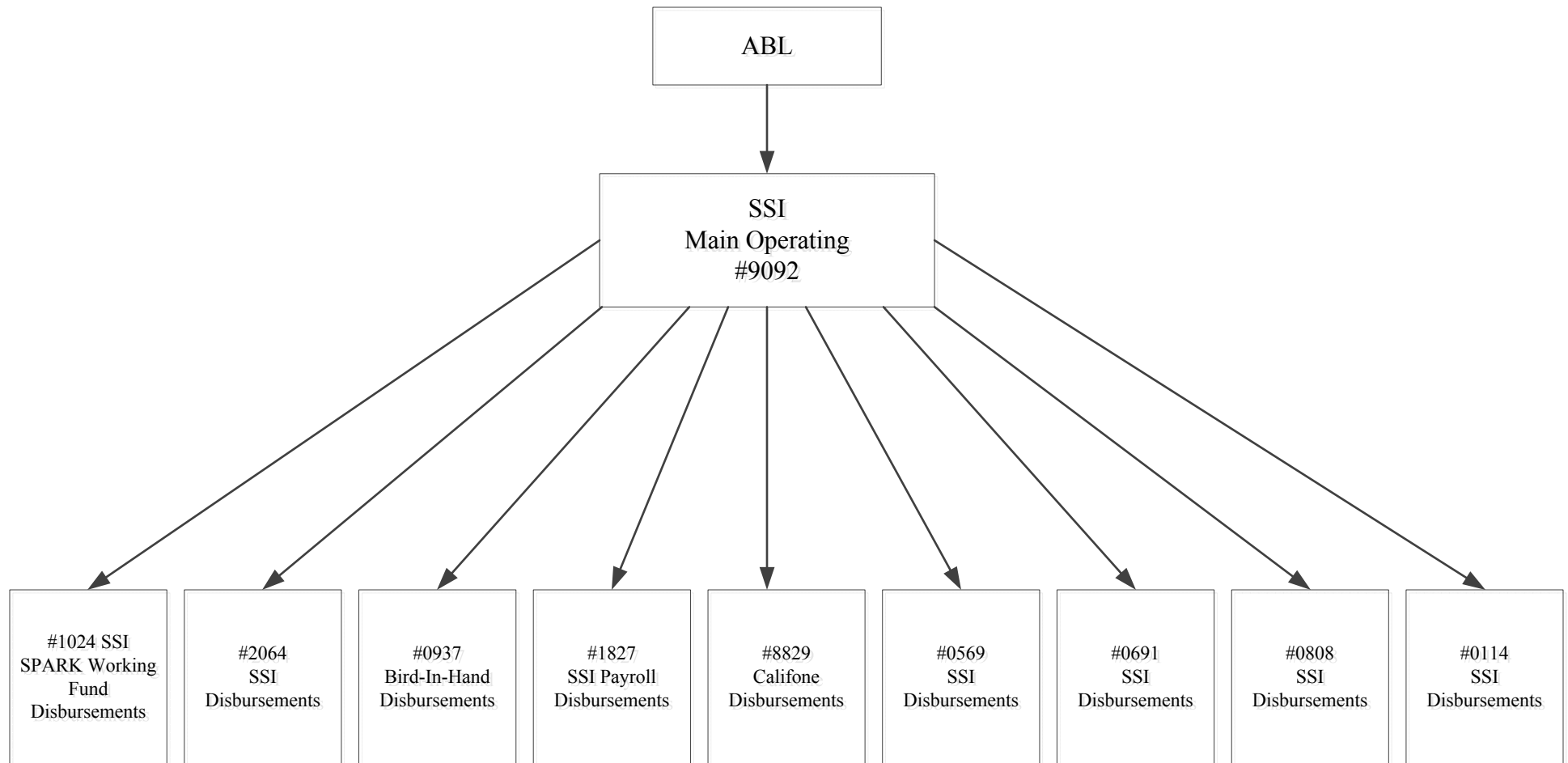
See attached

U.S. Funds Flow - Collections

Lockbox Accounts to Concentration Account



U.S. Funds Flow - Disbursements

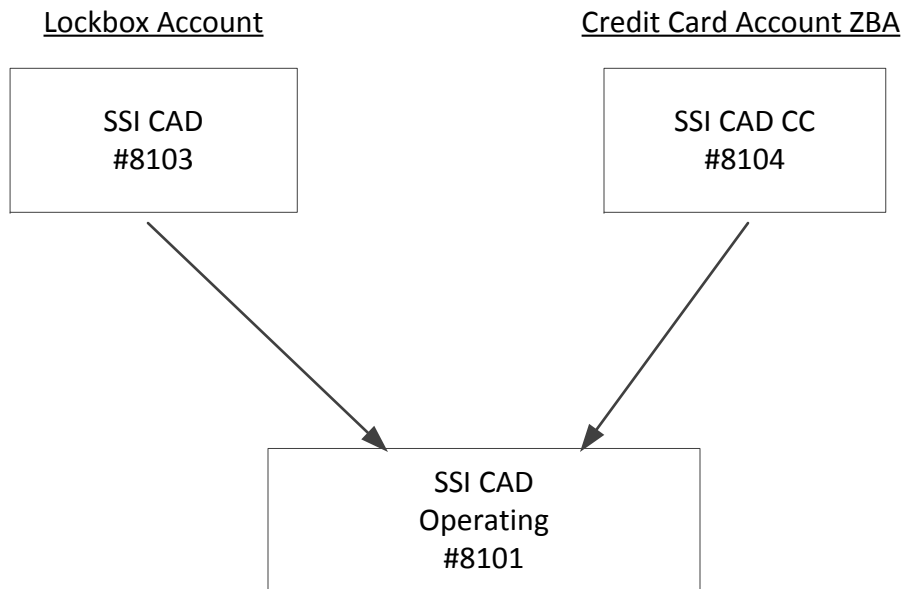


ACH from
Main Operating
Account

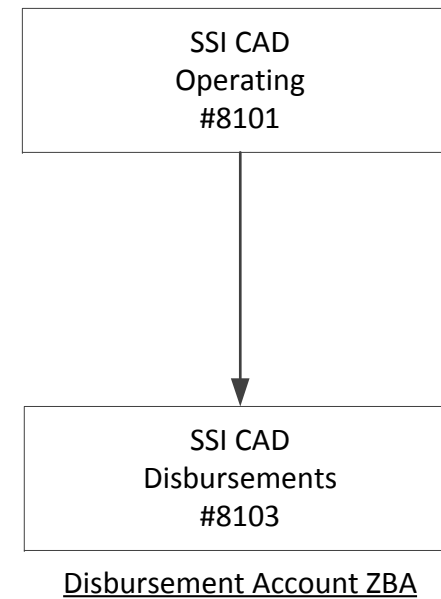
ZBA from Main Operating Account

Canadian Funds Flow¹

Collections



Disbursements



¹. Note: Inactive bank accounts are not included.

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 6.1 – Permitted Liens**UCC SEARCH RESULTS****Premier Agendas, Inc.**

DEBTOR NAME	FILE NUMBER	DATE FILED	SECURED PARTY	COLLATERAL
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>
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Schedule 6.2 – Permitted DebtPart 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			
	<u>SSI</u>	<u>PAI</u>	<u>Select</u>	<u>Delta</u>
<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

EXHIBIT C

Blackline of Executed ABL Credit 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 ~~<28>~~31, 2013

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EXHIBITS AND SCHEDULES

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Exhibit A-2	Reserved
Exhibit B-1	Form of Borrowing Base Certificate
Exhibit B-2	Form of Bank Product Letter Agreement
Exhibit C-1	Form of Compliance Certificate
Exhibit L-1	Form of LIBOR Notice
Exhibit F-1	Form of Interim Order
Schedule A-1	Agent's Account
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DEBTOR-IN-POSSESSION CREDIT AGREEMENT

THIS DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Agreement"), is entered into as of January ~~28~~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~~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

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 ~~<25>~~ 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 ~~<20>~~ 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 ~~<40>~~ 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 ~~<45>~~ 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 ~~<40>~~ 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 ~~<45>~~ 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 ~~<40>~~ 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 ~~<45>~~ 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 ~~<15>~~85% of the average of the budgeted ~~<amounts for>~~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

"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 ½%, (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.

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

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 \$~~<142,054,001.06>~~ 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

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.

Summary Report: Litéra® Change-Pro ML WIX 6.5.0.424 Document Comparison done on 2/11/2013 3:07:54 PM	
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Original DMS: dm://GKLIB/4741010/12	
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Delete	39
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Table Insert	1
Table Delete	1
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	89

Schedule 3.1

The obligation of each Lender to make its initial extension of credit provided for in the Agreement is subject to the fulfillment, to the satisfaction of each Lender (the making of such initial extension of credit by any Lender being conclusively deemed to be its satisfaction or waiver of the following), of each of the following conditions precedent:

- (a) the Closing Date shall occur on or before January ~~<29>~~31, 2013;
- (b) Agent shall have received a letter duly executed by each Loan Party authorizing Agent to file appropriate financing statements in such office or offices as may be necessary or, in the opinion of Agent, desirable to perfect the security interests to be created by the Loan Documents;
- (c) Agent shall have received evidence that appropriate financing statements have been duly filed in such office or offices as may be necessary or, in the opinion of Agent, desirable to perfect the Agent's Liens in and to the Collateral, and Agent shall have received searches reflecting the filing of all such financing statements;
- (d) Agent shall have received each of the following documents, in form and substance satisfactory to Co-Collateral Agents, duly executed and delivered, and each such document shall be in full force and effect:
 - (i) the Fee Letter,
 - (ii) the Guaranty and Security Agreement,
 - (iii) the Reaffirmation of Loan Documents with respect to the Existing Loan Documents,
 - (iv) the Split Lien Intercreditor Agreement.
- (e) Agent shall have received a certificate from the Secretary of each Loan Party (i) attesting to the resolutions of such Loan Party's board of directors authorizing its execution, delivery, and performance of the Loan Documents to which it is a party, (ii) authorizing specific officers of such Loan Party to execute the same, and (iii) attesting to the incumbency and signatures of such specific officers of such Loan Party;
- (f) Agent shall have received copies of each Loan Party's Governing Documents, as amended, modified, or supplemented to the Closing Date, certified by the Secretary of such Loan Party;
- (g) Agent shall have received an opinion of the Loan Parties' counsel in form and substance satisfactory to Co-Collateral Agents;
- (h) Agent shall have received a set of Projections of Borrowers for the ~~<13>~~1-~~<week>~~year period following the Closing Date (on a ~~<week>~~month by ~~<week>~~month basis), in form and substance (including as to scope and underlying assumptions) satisfactory to Co-Collateral Agents;

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Summary Report: Litéra® Change-Pro ML WIX 6.5.0.424 Document Comparison done on 2/11/2013 3:28:15 PM	
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Move From	0
Move To	0
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Total Changes:	14

EXHIBIT D

Blackline of Executed Bayside Credit Agreement

SENIOR SECURED SUPER PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT

Dated as of January ~~1~~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.

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 ~~February 28~~ 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.

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~~ 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(j).

“Commitments” means the Term Commitments and Revolving Commitments, or any of them.

~~“Commitment Termination Fee” has the meaning set forth in Section 2.10(l).~~

“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.

“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 ~~and the Term Loans~~.

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, ~~(a) 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, and (b) in reference to Term Loans, the amount of such Lender’s Term Commitment divided by the aggregate principal amount of the Term Commitment of all Lenders or, if the Term Commitments have been terminated, the aggregate outstanding principal amount of such Lender’s Term Loans divided by the aggregate outstanding principal amount of Term 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 ~~Term Loans~~, 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) ~~[Reserved]~~ Prepetition Term Loan and other Debt outstanding under the Prepetition Term Loan Agreement;
- (g) ~~[Reserved]~~ 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;

“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(a)~~ 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

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.

~~“Term Commitment” means with respect to each Lender, the commitment of such Lender to make the Term Loan as set forth in Section 2.1(b).~~

~~“Term Loans” means the Loans by the Lenders to the Borrowers made pursuant to Section 2.1(b).~~

~~“Term Note” means a promissory note of the Borrowers payable to a Lender in the amount of such Lender’s Term Loan (as such promissory note may be amended, extended or otherwise modified~~

~~from time to time), evidencing the Term Loans, and also means each promissory note accepted by such Lender from time to time in substitution therefor or in renewal thereof.~~

“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; Term Loan Refinancing.~~

~~(a)~~Section 2.1. Revolving Loans~~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.

~~Term Loans. Upon entry of the Final Order, all unpaid amounts in respect of loans under the Prepetition Term Loan Agreement held by Prepetition Term Loan Lenders, plus accrued and unpaid interest thereon through such date, unpaid fees, costs and expenses in respect thereof, including without limitation, any prepayment or make-whole payments payable as a result of the prepayment thereof and the Early Payment Fee (as defined in the Prepetition Term Loan Agreement) shall, pursuant to a cashless exchange, be refinanced and converted into Term Loans hereunder. Amounts repaid or prepaid in respect of the Term Loans may not be reborrowed.~~

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

(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 ~~Term~~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 Term Loans may be evidenced by a Term Note.~~ 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 ~~Term Loans or~~ Revolving Loans under Section 2.9(a) and (b) shall be applied, ~~subject to the commitment termination fee provided in Section 2.10(l), against, first, the outstanding Term Loans of each Lender pro rata according to each Lender's Percentage of such Loans, second,~~ 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

(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.

~~(l) Commitment Termination Fee. Unless the Revolving Loans are repaid and the Revolving Commitment terminated in connection with the Bayside Sale, Administrative Borrower shall pay or cause to be paid to Administrative Agent and Bayside Capital, Inc. a commitment termination fee (the "Commitment Termination Fee") in the aggregate amount of 3.00% of the Revolving Commitments upon termination of the Revolving Commitments, in whole or in part (for the avoidance of doubt, such commitment termination fee is payable upon the termination of the Revolving Commitments by the Administrative Agent and/or the Required Lenders in connection with any Event of Default or otherwise) with two thirds of the Commitment Termination Fee payable to the Administrative Agent and one third of the Commitment Termination Fee payable to Bayside Capital, Inc.~~

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

(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 ~~Term~~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;

- (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) ~~[Reserved]~~ The granting of Permitted Liens;
- (i) ~~[Reserved]~~;
- (j) 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;
- (k) ~~[Reserved]~~ Leasing of science kits in connection with the refurbishment business of the Administrative Borrower and the Subsidiaries;
- (l) [Reserved];
- (m) [Reserved];
- (n) [Reserved];
- (o) [Reserved];
- (p) [Reserved];
- (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;

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 ~~25~~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 ~~20~~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 ~~10~~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 ~~15~~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 ~~10~~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 ~~15~~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 ~~10~~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 ~~15~~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 ~~15~~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

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 ~~and Term Note and Term Loan~~ 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 ~~and Term Loan~~ 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 ~~Term Loan, Term Commitment~~, 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 ~~Term Loan or~~ 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 ~~Term Loan or~~ 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 ~~Term Note and Term Loans or~~ 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,

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 ~~Term~~ 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

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 ~~Term~~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-

participation of or in any ~~Term~~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.

(b) 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).

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 8 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