

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. 862, 864, 931 & 1026

**NOTICE OF FILING OF FIRST AMENDED SUPPLEMENT TO
DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that, on April 23, 2013, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 862] (the "Plan") and related *Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 864] (the "Disclosure Statement").²

PLEASE TAKE FURTHER NOTICE that, on April 24, 2013, the Debtors filed the *Notice of Filing of Solicitation Version of Disclosure Statement for Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 931] (the "Revised Disclosure Statement").

PLEASE TAKE FURTHER NOTICE that, on May 10, 2013, the Debtors filed the *Notice of Filing of Supplement to Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1026] ("the Plan Supplement").

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.

² All terms not otherwise defined herein shall be given the meanings ascribed to them in the Plan.



PLEASE TAKE FURTHER NOTICE that the Plan Supplement is hereby amended (the "Amended Plan Supplement") with respect to the following exhibits:³

Exhibit A: **ABL Exit Financing Documents (Redacted)**

Exhibit B: **Contract Assumption List**

PLEASE TAKE FURTHER NOTICE that any holder of Claims or Equity Interests who would like to receive copies of any of the exhibits contained in this Amended Plan Supplement may receive a copy by contacting Troy Bollman at (302) 573-7796 or tbollman@ycst.com. In addition, copies may also be obtained (a) for a fee through the website of the United States Bankruptcy Court for the District of Delaware, <https://ecf.deb.uscourts.gov>, or (b) free of charge through the website established by the Claims Agent for the Debtors' Chapter 11 Cases at www.kccllc.net/SchoolSpecialty.

Dated: May 15, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Maris J. Kandestin

Pauline K. Morgan (No. 3650)
Maris J. Kandestin (No. 5294)
Morgan L. Seward (No. 5388)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

- and -

³ The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP

Alan W. Kornberg

Jeffrey D. Saferstein

Lauren Shumejda

Ann K. Young

1285 Avenue of the Americas

New York, New York 10019-6064

Telephone: (212) 373-3000

Facsimile: (212) 757-3990

*Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

ABL Exit Financing Documents

Execution Version

MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED
BANK OF AMERICA, N.A.
One Bryant Park
New York, New York 10036

SUNTRUST ROBINSON
HUMPHREY, INC.
SUNTRUST BANK
3333 Peachtree Rd Ne., 10th Floor
Atlanta, GA 30326

May 13, 2013

School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942

Re: Senior Secured Asset-Based Loan Facility

Ladies and Gentlemen:

You have advised us that School Specialty, Inc., a Wisconsin corporation ("*you*" or the "*Company*"), together with certain of its subsidiaries (collectively with the Company, the "*Debtors*") are each operating as a debtor-in-possession pursuant to a voluntary case, the lead case of which is Case No. 13-10125 (collectively, the "*Cases*") commenced under Chapter 11 of the United States Bankruptcy Code (the "*Bankruptcy Code*"). You have further advised us that (i) on April 24, 2013 you filed the Debtors' Amended Joint Plan of Reorganization and Disclosure Statement (referred to herein as the "*Plan of Reorganization*" and the "*Disclosure Statement*") with the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*"), (ii) a hearing regarding the adequacy of the Disclosure Statement was held on April 22, 2013 and April 24, 2013 and the Disclosure Statement was conditionally approved by the Bankruptcy Court on April 24, 2013 and (iii) the Debtors intend to be reorganized and emerge from the Cases pursuant to the Plan of Reorganization. In connection with the Plan of Reorganization, you have advised us that you intend to finance the costs and expenses related to the Transaction (as defined in the Summary of Terms referred to below) and the ongoing working capital and other general corporate purposes of the Company and its subsidiaries after consummation of the Plan of Reorganization from the following sources (and that no financing other than the financings described herein will be required in connection with the Transaction): (a) a senior secured asset-based revolving credit facility of the Borrowers (as defined in the Summary of Terms) of \$175 million (the "*Senior Credit Facility*") and (b) a term loan facility of the Borrowers in an amount acceptable to the Commitment Parties entered into pursuant to, and in accordance with, the Plan of Reorganization (the "*Term Loan Facility*").

As used herein, (a) "*Transactions*" means, collectively, the entering into and funding of the Senior Credit Facility and the Term Loan Facility and the consummation of the Plan of Reorganization and all other related transactions, including the payment of fees and expenses in connection therewith, (b) "*Approval Order*" means the entry of an order (which order may be the order confirming the Plan of Reorganization), in form and substance reasonably satisfactory to the Commitment Parties, approving and ratifying the obligations of the Company and the guarantors as set forth in this Commitment Letter, including the Summary of Terms, and the Fee Letters (collectively, the "*Financing Papers*"), and authorizing the Borrowers to pay the fees, expenses and other amounts contemplated herein and therein, and otherwise authorizing the Borrowers to accept, incur and perform their obligations under the Financing Papers, which order shall specifically provide, among other things, (i) that the right to receive

all amounts due and owing to each of the Commitment Parties, including the fees as set forth herein and in the Fee Letters and reimbursement of all costs and expenses incurred by the Commitment Parties in connection with the Transactions and reimbursable under this Commitment Letter, shall be entitled to priority as administrative expense claims under Sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code, whether or not the Senior Credit Facility is entered into or funded; and (ii) the Commitment Parties are entitled to indemnification, as set forth herein, whether or not the Senior Credit Facility is entered into or funded, and (c) "**Expense Letter**" means the letter entered into by the Debtors and the Committed Lenders (as defined below) on April 24, 2013 providing an initial expense deposit of \$100,000 to reimburse such lenders for reasonable and documented costs and expenses, inclusive of legal fees incurred in evaluating, preparing and submitting an exit financing commitment and a limited indemnification to the Committed Lenders in accordance with the Bankruptcy Court order dated April 10, 2013 [D.I. 785].

In connection with the foregoing and subject to the entry of the Approval Order, (a) Bank of America, N.A. ("**Bank of America**") is pleased to advise you of its commitment to provide 50% of the principal amount of the Senior Credit Facility and (b) SunTrust Bank ("**SunTrust**" and together with Bank of America, the "**Committed Lenders**") is pleased to advise you of its commitment to provide 50% of the principal amount of the Senior Credit Facility, in each case, upon and subject to the terms and conditions set forth in this letter (together with each exhibit and schedule hereto, this "**Commitment Letter**") and in the Summary of Terms and Conditions attached as Exhibit A hereto and incorporated herein by this reference (the "**Summary of Terms**"). Bank of America is pleased to advise you of its willingness to act as the sole administrative agent (in such capacity, the "**Administrative Agent**") for the Senior Credit Facility. Each of Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**MLPFS**") and SunTrust Robinson Humphrey, Inc. ("**STRH**" and together with MLPFS, the "**Joint Lead Arrangers**" and, together with the Committed Lenders, the "**Commitment Parties**" or "**us**") is pleased to advise you of its willingness, as a joint lead arranger and joint book runner for the Senior Credit Facility, to use commercially reasonable efforts to form a syndicate of financial institutions and institutional lenders (including the Committed Lenders) (collectively, the "**Lenders**") reasonably acceptable to you for the Senior Credit Facility. It is agreed that MLPFS shall have the "left" placement in any and all marketing materials or other documentation used in connection with the Senior Credit Facility and shall hold the leading role and responsibilities conventionally associated with such "left" placement, including sole selling role in respect of the Senior Credit Facility.

The commitments and undertakings of the Commitment Parties herein are subject to the entry of the Approval Order and in addition, the satisfaction of each of the following conditions precedent in a manner acceptable to the Commitment Parties: (a) the completion of a due diligence review of the assets, liabilities (including contingent liabilities) and businesses of the Company and its subsidiaries in scope and with results satisfactory to us in our sole and absolute discretion; (b) the accuracy and completeness of all representations that you and your affiliates make to the Commitment Parties in connection herewith and your compliance with the terms of this Commitment Letter (including the Summary of Terms) and the Fee Letters (as hereinafter defined); (c) prior to and until the earlier of (i) 60 days after the Closing Date and (ii) the date on or after the Closing Date on which a "successful syndication" (as defined in the Fee Letter) is achieved, there shall be no competing offering, placement or arrangement of any debt securities or bank financing by or on behalf of the Company or any of its subsidiaries or affiliates (other than the Term Loan Facility); (d) the negotiation, execution and delivery of customary definitive documentation for the Senior Credit Facility consistent with the Summary of Terms and otherwise satisfactory to the Commitment Parties and you; (e) no material adverse change, occurrence or development shall have occurred or become known to any Commitment Party since April 28, 2012 in the business, assets, properties, liabilities, operations or financial condition of the Borrowers (excluding any events that customarily occur as part of a proceeding under Chapter 11 of the Bankruptcy Code); and (f) the satisfaction or waiver of the conditions precedent contained in the Summary of Terms. For the

avoidance of doubt, the syndication of all or any portion of the respective commitments with respect to the Senior Credit Facility is not a condition to the closing of the Credit Facility.

After your acceptance of this Commitment Letter and each Fee Letter, the Joint Lead Arrangers intend to commence syndication of the Senior Credit Facility to one or more other banks reasonably acceptable to you; *provided* that no assignment of the Committed Lender's commitment on or prior to the date of the initial extension of credit under the Senior Credit Facility (the "**Closing Date**") shall reallocate, reduce or release the Commitment Parties' entire commitment hereunder in the event that any assignee shall fail to fund under its assigned commitment on the Closing Date. Until the funding of the Senior Credit Facility on the Closing Date, the Commitment Parties shall retain exclusive control over all rights and obligations with respect to their respective commitments including all rights with respect to consents, waivers, modifications and amendments. Until the earlier of (i) 60 days after the Closing Date and (ii) the date on or after the Closing Date on which a "successful syndication" (as defined in the Fee Letter) is achieved, you agree to actively assist the Joint Lead Arrangers in achieving a syndication of the Senior Credit Facility that is reasonably satisfactory to the Joint Lead Arrangers and you. Such assistance shall include your (a) providing (and using your commercially reasonable efforts to cause your advisors to provide) the Commitment Parties and the other Lenders upon request with all information reasonably deemed necessary by the Commitment Parties to complete syndication, including, but not limited to, information and evaluations prepared by you and your advisors, or on your or its behalf, relating to the Transaction (including the Projections (as hereinafter defined), the "**Information**"), (b) assisting in the preparation of Information Memorandum and other materials to be used in connection with the syndication of the Senior Credit Facility (collectively with the Summary of Terms, the "**Information Materials**"), (c) using commercially reasonable efforts to ensure that the syndication efforts of the Joint Lead Arrangers benefit materially from your existing lending relationships and the existing banking relationships of the Company, and (d) otherwise assisting the Commitment Parties in their syndication efforts, including by making your officers and advisors and the officers and advisors of your subsidiaries available at such times and places as the Joint Lead Arrangers may reasonably request to attend and make presentations regarding the business and prospects of the Company and its subsidiaries and affiliates, as appropriate, at one or more meetings of prospective Lenders.

It is understood and agreed that MLPFS will manage and control all aspects of the syndication in consultation with you, including decisions as to the selection of prospective Lenders and any titles offered to proposed Lenders, when commitments will be accepted and the final allocations of the commitments among the Lenders. It is understood that no Lender participating in the Senior Credit Facility will receive compensation from you in order to obtain its commitment, except on the terms contained herein and in the Summary of Terms. It is also understood and agreed that the amount and distribution of the fees among the Lenders will be at the sole and absolute discretion of the Commitment Parties.

You represent, warrant and covenant that (a) all financial projections concerning the Company and its subsidiaries that have been or are hereafter made available to the Commitment Parties or the Lenders by you or any of your subsidiaries or your or their representatives (or on your or their behalf) (the "**Projections**") have been or will be prepared in good faith based upon assumptions that were believed by you to be reasonable at the time prepared and at the time made available to the Commitment Party (it being understood that such Projections are as to future events and are not to be viewed as facts, such Projections are subject to significant uncertainties and contingencies and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and that no assurance can be given that the projected results will be realized) and (b) all Information, other than Projections and other than information of a general economic or industry specific nature, which has been or is hereafter made available to the Commitment Parties or the Lenders by you or any of your subsidiaries or your or their representatives (or on your or their behalf) in connection with any aspect of the Transaction, as and when furnished, is and will be, when taken as a whole, complete and correct in all

material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made. You agree to furnish us with further and supplemental information from time to time until the Closing Date and, if requested by us, for a reasonable period of time thereafter as is necessary to complete a "successful syndication" (as defined in the Fee Letter) of the Senior Credit Facility so that the representation, warranty and covenant in the immediately preceding sentence are correct on the Closing Date and on such later date on which the syndication of the Senior Credit Facility is completed as if the Information (including the Projections) were being furnished, and such representation, warranty and covenant were being made, on such date. In issuing this commitment and in arranging and syndicating the Senior Credit Facility, the Commitment Parties are and will be using and relying on the Information without independent verification thereof.

You acknowledge that MLPFS and/or Bank of America on your behalf will make available Information Materials to the proposed syndicate of Lenders by posting the Information Materials on IntraLinks or another similar electronic system. In connection with the syndication of the Senior Credit Facility, unless the parties hereto otherwise agree in writing, you shall be under no obligation to provide Information Materials suitable for distribution to any prospective Lender (each, a "**Public Lender**") that has personnel who do not wish to receive material non-public information (within the meaning of the United States federal securities laws, "**MNPI**") with respect to the Company, its affiliates or any other entity, or the respective securities of any of the foregoing. You agree, however, that the definitive credit documentation will contain provisions concerning Information Materials to be provided to Public Lenders and the absence of MNPI therefrom. Prior to distribution of Information Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination thereof.

Subject to the entry of the Approval Order, by executing this Commitment Letter, you agree to reimburse the Commitment Parties from time to time on demand for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, (a) the reasonable and documented fees, disbursements and other charges of Skadden, Arps, Slate, Meagher & Flom LLP, as counsel to MLPFS and the Administrative Agent, Patton Boggs LLP, as counsel to SunTrust and STRH, and one special or local counsel to the Lenders retained by the Joint Lead Arrangers or the Administrative Agent, (b) due diligence expenses and (c) Bank of America's standard charges for field examinations, including a standard per diem field examiner charge and reasonable documented out-of-pocket expenses) incurred in connection with the Senior Credit Facility, the syndication thereof and the preparation of the definitive documentation therefor, and with any other aspect of the Transaction and any similar transaction and any of the other transactions contemplated thereby (the "**Expenses**"). Upon acceptance of this Commitment Letter, you agree to continue to deliver to Bank of America from time to time such additional deposits as may be necessary to cover fees and expenses in excess of the Deposit (as defined in the Expense Letter). At closing, the remaining balance of the Deposit will be applied to closing costs. If the Senior Credit Facility does not close for any reason, Bank of America will return the unused portion of the Deposit, if any, to you. You acknowledge that Bank of America and MLPFS may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with Bank America and MLPFS including, without limitation, fees paid pursuant hereto.

You agree to indemnify and hold harmless each of the Commitment Parties and each of their affiliates and their respective officers, directors, employees, agents, advisors and other representatives (each an "**Indemnified Party**") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable and documented fees, disbursements and other charges of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding

or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter, the Summary of Terms, the Expense Letter, any Fee Letter or any aspect of the Transaction or any similar transaction and any of the other transactions contemplated hereby or thereby, including any matters arising prior to the date hereof in connection with our roles hereunder or (b) the Senior Credit Facility and any other financings, or any use made or proposed to be made with the proceeds thereof, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (i) such Indemnified Party's gross negligence, bad faith or willful misconduct, (ii) a material breach of obligations under this Commitment Letter or the Fee Letter by such Indemnified Person, or (iii) any claim, litigation, investigation or proceeding that does not involve an act or omission of you or any of your affiliates and that is brought by an Indemnified Person against another Indemnified Person (other than any claim, litigation, investigation or proceeding brought by or against the Commitment Parties solely in their capacities as Administrative Agent or Joint Lead Arrangers, as applicable. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equityholders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not any aspect of the Transaction is consummated. You also agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or your subsidiaries or affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the Transaction, except to the extent of direct, as opposed to special, indirect, consequential or punitive, damages determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence, bad faith or willful misconduct. Notwithstanding any other provision of this Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct or actual damages resulting from the gross negligence, bad faith or willful misconduct of such Indemnified Party as determined by a final and non-appealable judgment of a court of competent jurisdiction.

This Commitment Letter, the fee letter among you, Bank of America and MLPFS of even date herewith (the "**Bank of America Fee Letter**") and any fee letters between you and any other Commitment Party (together with the Bank of America Fee Letter, the "**Fee Letters**") and the contents hereof and thereof are confidential and may not be disclosed in whole or in part to any person or entity without our prior written consent, except (a) for disclosure hereof or thereof on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Transaction, (b) as may be otherwise required by law, (c) after your acceptance of this Commitment Letter and the Fee Letters, the Commitment Letter, and a summary of aggregate fees payable pursuant to the Fee Letters, on a confidential basis to professional advisers to the Creditors' Committee (as defined in the Plan of Reorganization), (d) after your acceptance of this Commitment Letter and the Fee Letters, the Commitment Letter, on a confidential basis to the agents, trustees and lenders under the Company's other indebtedness secured by the Collateral (as defined in the Summary of Terms) including any prospective agents and lenders with respect to the Term Loan Facility, and (e) the Commitment Letter may be shared on a redacted basis, to the professionals representing the lenders under the ABL DIP Facility (as defined in the Plan of Reorganization) and, following your acceptance of this Commitment Letter, on an unredacted basis to the lenders under the ABL DIP Facility (as defined in the Plan of Reorganization). Subject to the immediately preceding sentence this Commitment Letter (including the Summary of Terms) and the Fee Letters may not be disclosed in whole or in part to any person or entity without our prior written consent; *provided, however*, it is understood and agreed that after your acceptance of this Commitment Letter and the Fee Letters, you shall be permitted to file (x) the Commitment Letter and the Fee Letters (redacted, in the case of the Fee Letters, in a manner satisfactory to us) on the public docket of the Bankruptcy Court), and (y) so long as they are filed under seal, the unredacted Fee Letters in filings

with the Bankruptcy Court. The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "*Act*"), each of them is required to obtain, verify and record information that identifies you, the other Borrowers and the guarantors of the Senior Credit Facility, which information includes the name and address of, and other information regarding, the Borrowers and such guarantors that will allow the Commitment Parties, as applicable, to identify such parties in accordance with the Act. This notice is given in accordance with the requirements of the Act and is effective as to each Commitment Party and each other Lender.

You acknowledge that the Commitment Parties or their affiliates may be providing financing or other services to parties whose interests may conflict with yours. We agree that we will not furnish confidential information obtained from you to any of our other customers and that we will treat confidential information relating to you and your affiliates with the same degree of care as we treat our own confidential information. We further advise you that we will not make available to you confidential information that we have obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby, you agree that we are permitted to access, use and share with any of our bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning you or any of your affiliates that is or may come into our possession or the possession of any of our respective affiliates.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree, and acknowledge your affiliates' understanding, that: (a) (i) the arranging and other services described herein regarding the Senior Credit Facility are arm's-length commercial transactions between you and your affiliates, on the one hand, and the Commitment Parties, on the other hand, (ii) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby; (b) (i) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity and (ii) no Commitment Party has any obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) each Commitment Party and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates, and no Commitment Party has any obligation to disclose any of such interests to you or your affiliates. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against any Commitment Party with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Commitment Letter.

The provisions of the immediately preceding five paragraphs shall remain in full force and effect regardless of whether any definitive documentation for the Senior Credit Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of any Commitment Party hereunder.

This Commitment Letter and the Fee Letters may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this Commitment Letter or any Fee Letter by telecopier, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart thereof.

This Commitment Letter (including the Summary of Terms) and each Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter (including the

Summary of Terms), any Fee Letter, the Transaction and the other transactions contemplated hereby and thereby or the actions of the Commitment Parties in the negotiation, performance or enforcement hereof. The commitments and undertakings of the Commitment Parties may be terminated by the Commitment Parties if you fail to perform your obligations under this Commitment Letter or any Fee Letter on a timely basis.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter (including the Summary of Terms), any Fee Letter or the transactions contemplated hereby or thereby (whether based on contract, tort or otherwise), or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall only be heard and determined in the Bankruptcy Court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter (including the Summary of Terms), any Fee Letter or the transactions contemplated hereby in the Bankruptcy Court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, 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. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

This Commitment Letter (including the Summary of Terms) and the Fee Letters embody the entire agreement and understanding among the parties hereto and your affiliates with respect to the Senior Credit Facility and supersedes all prior agreements and understandings relating to the specific matters hereof. However, please note that the terms and conditions of the commitment and undertaking of the Commitment Parties hereunder are not limited to those set forth herein or in the Summary of Terms. Those matters that are not covered or made clear herein or in the Summary of Terms or the Fee Letters are subject to mutual agreement of the parties. No party has been authorized by any Commitment Party to make any oral or written statements that are inconsistent with this Commitment Letter.

This Commitment Letter is not assignable by you or the Commitment Parties without the prior written consent of the Commitment Parties or you, respectively, and is intended to be solely for the benefit of the parties hereto and the Indemnified Parties, *provided* that the Commitment Parties may make assignments subject to the first and second sentence of the fifth paragraph hereof. Any and all obligations of, and services to be provided by, any Commitment Party hereunder (including, without limitation, any Committed Lender's Commitment) may be performed and any and all rights of any Commitment Party hereunder may be exercised by or through any of their respective affiliates or branches; *provided* that no Commitment Party shall be relieved, released or novated from its obligations hereunder except in accordance with the fifth paragraph of this Commitment Letter.

Promptly upon your acceptance of this Commitment Letter, you hereby agree to use your commercially reasonable efforts to obtain the Approval Order.

This Commitment Letter and all commitments and undertakings of the Commitment Parties hereunder will expire at 11:30 p.m. (Chicago time) on May 13, 2013 unless you execute this Commitment Letter and the Fee Letters and return them to us prior to that time (which may be by facsimile or other electronic transmission), whereupon this Commitment Letter (including the Summary of Terms) and the Fee Letters (each of which may be signed in one or more counterparts) shall become binding agreements; *provided* that the undertakings and commitments of the Commitment Parties hereunder shall expire on May 24, 2013, unless the Bankruptcy Court shall have entered the Approval Order on or prior to such date.

Thereafter, all commitments and undertakings of the Commitment Parties hereunder will expire on the earliest of (a) June 14, 2013, unless the Closing Date occurs on or prior thereto, (b) the date upon which the Approval Order shall have been amended, supplemented or otherwise modified without the written consent of the Joint Lead Arrangers, reversed or vacated, (c) the date upon which any of the Cases are dismissed or converted to proceedings under Chapter 7 of the Bankruptcy Code, (d) the date after the date hereof upon which a trustee or examiner is appointed in any of the Cases and (e) the date upon which the Debtors file or support any plan of reorganization or liquidation other than the Plan of Reorganization without the written consent of the Commitment Parties.

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

BANK OF AMERICA, N.A.

By: 

Name: Mark Boudreau

Title: Senior Vice President

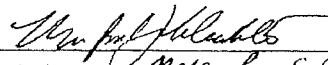
**MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED**

By: 

Name: Mark Boudreau

Title: Senior Vice President

SUNTRUST ROBINSON HUMPHREY, INC.

By: 
Name: Marc P. Schlachter
Title: President


SUNTRUST BANK

By: _____
Name: _____
Title: _____

SUNTRUST ROBINSON HUMPHREY, INC.

By: _____
Name: _____
Title: _____

SUNTRUST BANK

By:  _____
Name: Mark Forrest
Title: Managing Director

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

SCHOOL SPECIALTY, INC.

By: Michael P. LaVelle
Name: Michael P. LaVelle
Title: CEO President

Execution Version

EXHIBIT A

SUMMARY OF INDICATIVE TERMS

Capitalized terms not otherwise defined herein have the same meanings as specified therefor in the commitment letter (the "Commitment Letter") to which this Summary of Terms and Conditions is attached.

BORROWER: School Specialty, Inc., a Wisconsin corporation, as reorganized in accordance with the Plan of Reorganization as defined below (the "Company"), 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, Califone International, Inc., a Delaware corporation, and certain of the Company's other present and future domestic subsidiaries as designated by the Company and reasonably acceptable to Bank of America and the Arrangers (each as defined below) (together with the Company, the "Borrowers").

GUARANTORS: All wholly-owned domestic subsidiaries of the Company (other than domestic subsidiaries that are subsidiaries of foreign subsidiaries that are controlled foreign corporations within the meaning of the Internal Revenue Code of 1986, as amended ("CFCs")) ("Guarantors"), subject to exceptions to be agreed upon, including, without limitation, (a) immaterial subsidiaries (to be defined in a manner to be agreed), (b) any subsidiary that is prohibited by applicable law, rule or regulation or by any contractual obligation (with respect to any such contractual obligations, only to the extent existing on the Closing Date or the date the applicable person becomes a direct or indirect subsidiary of the Company) from guaranteeing the Senior Credit Facility or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee (unless such consent, approval, license or authorization has been received), including the guarantee of swap obligations by any of the Borrower or their subsidiaries that are not an "Eligible Contract Participant" as defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.) and related rulings by the Commodity Futures Trading Commission, and (c) any subsidiary that owns no material assets other than equity interests of one or more entities that are CFCs.

**ADMINISTRATIVE
AGENT AND**

COLLATERAL AGENT: Bank of America, N.A. ("Bank of America") (in such capacity, the "Agent").

LEAD ARRANGERS

AND BOOKRUNNERS: Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPFS") and SunTrust Robinson Humphrey, Inc. ("STRH") and together with MLPFS, collectively, the "Arrangers").

LENDERS:

Bank of America, SunTrust Bank ("SunTrust"), and a group of lenders arranged by the Arrangers and reasonably acceptable to the Company (the "Lenders").

CREDIT

FACILITY:

A senior credit facility ("Senior Credit Facility") consisting of a revolving credit facility of up to \$175 million, including a to be agreed sub-limit for letters of credit (letters of credit will be 100% reserved against borrowing availability under the Senior Credit Facility) and a \$20 million sublimit for swing line loans.

PURPOSE:

The Senior Credit Facility will be used by the Borrowers, together with the proceeds of the senior secured term loan facility of the Borrowers entered into simultaneously with the Senior Credit Facility (the "Term Loan Facility" and, together with the Senior Credit Facility, the "Exit Facility"), (a) to repay the ABL DIP Facility (as defined in the Plan of Reorganization), (b) to fund certain fees and expenses associated with the Exit Facility, (c) to repay certain costs and expenses required to be paid in connection with the emergence from chapter 11 of the Borrowers and certain of their subsidiaries (including but not limited to administrative costs, cure costs, and potentially to fund cash out options for trade and other unsecured claims), (d) to provide for working capital and (e) for general corporate purposes (including, without limitation, for permitted acquisitions and capital expenditures).

PLAN OF

REORGANIZATION:

For purposes hereof, "Plan of Reorganization" shall mean the Debtors' Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated April 24, 2013, as filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in the jointly administered cases of the Company and its subsidiaries, and as subsequently amended, modified or supplemented in a manner that could not be reasonably expected to adversely affect the interests of the Agent or the Lenders (except with the prior written consent of Bank of America, SunTrust and the Arrangers); it being understood and agreed that any amendment to the Plan of Reorganization providing for the assumption or incurrence by the Borrowers of any material indebtedness or other material liability not otherwise contemplated by the Plan of Reorganization shall be deemed to adversely affect the interests of the Agent and the Lenders.

LOAN

AVAILABILITY:

Advances under the Senior Credit Facility will be limited to (a) the lesser of (i) the aggregate commitments from time to time in effect and (ii) the sum of

(x) 85% of eligible accounts receivable;¹ plus (y) the lesser of 75% of eligible inventory or 85% of the appraised net orderly liquidation value of eligible inventory applicable to such period;² plus (z) during the months of March, April, May, June, July and August, the Seasonal Formula Amount; minus (b) such reserves as the Agent may establish in its Reasonable Credit Judgment (as defined below) (the "Borrowing Base").

All determinations by the Agent with respect to eligibility criteria, reserves and the Borrowing Base shall be made by the Agent in its Reasonable Credit Judgment.

After the Closing Date, the Agent shall have the right to exercise its Reasonable Credit Judgment to establish, modify or eliminate reserves with respect to the Borrowing Base in a manner consistent with facilities of this type.

"Reasonable Credit Judgment" shall mean the Agent's commercially reasonable credit judgment (from the perspective of a secured, asset-based lender) exercised, in good faith and, as it relates to the establishment or increase of Reserves or the adjustment or imposition of exclusionary criteria; provided that (a) such establishment, increase, adjustment or imposition after the Closing Date be based on the analysis of facts or events first occurring or first discovered by the Agent, after the Closing Date or that are materially different from facts or events occurring or known to the Agent, on the Closing Date, (b) the imposition or increase of any Reserve shall not duplicate (x) the exclusionary criteria set forth in the definitions of "Eligible Accounts" and "Eligible Inventory" in the loan documentation, as applicable (and vice versa), or (y) any reserves deducted in computing book value or net orderly liquidation value and (c) the amount of any such Reserve so established or the effect of any adjustment or imposition of exclusionary criteria shall bear a reasonable relationship to the effects that form the basis thereunder. Subject to the foregoing, in exercising such judgment, the Agent may consider any factors that could increase the credit risk of lending to Borrowers on the security of the Collateral.

"Seasonal Formula Amount": 10% of the appraised net orderly liquidation value of eligible inventory.

Standards of eligibility will be specified in the loan documentation, but in any event will include the following ineligible categories:

¹ NTD: Eligible accounts shall include eligible credit card receivables subject to eligibility criteria specific to credit card receivables.

² NTD: Eligible Inventory will include (i) slow moving inventory which shall be subject to a cap of \$5 million and subject to a separate net orderly liquidation value based upon the current collateral appraisal, (ii) inventory in transit which shall be subject to a cap of \$2.5 million, and (iii) raw materials which shall be subject to a cap of \$1 million, in each case, subject to conditions to be mutually agreed.

Ineligible Accounts Receivable: (i) accounts outstanding for more than 120 days after the invoice date; (ii) intercompany accounts; (iii) foreign accounts; (iv) accounts owing by an account debtor as to which 50% or more of the accounts owing by such account debtor are otherwise ineligible; (v) contra accounts; (vi) government accounts in excess of \$2 million except for accounts with respect to which the Borrower has complied with the Assignment of Claims Act; and (vii) accounts owing by any account debtor or group of affiliated account debtors that are in excess of 20% of total eligible accounts; and (viii) such other categories as may be agreed in the definitive documentation.

Ineligible Inventory: (i) obsolete and defective inventory; (ii) work in process; (iii) returns; (iv) off-site inventory for which appropriate lien releases and waivers have not been obtained; (v) packing and shipping materials; (vi) inventory subject to a third party's trademark or other proprietary right, unless Bank of America is satisfied that it could sell the inventory on satisfactory terms in a default; and (vii) such other categories as may be agreed in the definitive documentation.

SECURITY:

All obligations to the Agent, the Lenders, and to the affiliates of any Lender party to a cash management arrangement or hedge agreement with a Borrower or any subsidiary (the "Secured Parties") will be secured by (a) first priority liens on all of the Borrowers' and all of the Guarantor's existing and future (i) inventory, accounts receivable, (ii) instruments, documents, chattel paper, letter-of-credit rights evidencing, arising from, or substituted for, any of the foregoing; (iii) money, deposit accounts and securities accounts (excluding deposit accounts containing solely identifiable proceeds of the Term Loan Priority Collateral (as defined below)); (iv) all loans payable by a Borrower or any Guarantor to any other Borrower or Guarantor to the extent made using the direct proceeds of advances under the Senior Credit Facility; (v) all books, records, documents and general intangibles with respect to any of the foregoing; and (vi) all proceeds, supporting obligations and products of the foregoing, in each case, subject to exceptions to be mutually agreed (the "Revolving Credit Priority Collateral"), and (b) second priority liens (subject as to priority only to the liens securing the Term Loan Facility in an amount to be agreed by Bank of America, SunTrust and the Arrangers, on all other assets of the Borrowers and the Guarantors, including, without limitation, rolling stock, machinery and other equipment, real property, subsidiary capital stock and intellectual property (the "Term Loan Priority Collateral"), in each case, excluding the Excluded Property (as defined on Annex A hereto).

The Term Loan Facility will be secured by a second lien on the Revolving Credit Priority Collateral and by a first lien on the Term Loan Priority Collateral.

The priority of the security interests and related creditor rights between the Senior Credit Facility and the Term Loan Facility will be required to be set forth in an intercreditor agreement (the "Intercreditor Agreement"), which

intercreditor agreement shall be in form and substance acceptable to Bank of America and SunTrust.

MATURITY: The Senior Credit Facility will mature 5 years after the closing date of the Senior Credit Facility (the "Closing Date"); provided that in any event the Term Loan Facility may not mature before the date that is 91 days after the maturity date of the Senior Credit Facility.

INTEREST RATES: The Senior Credit Facility will bear interest at a rate equal to LIBOR plus 225 basis points or Base Rate plus 125 basis points.

LIBOR and Base Rate will be defined in accordance with the Agent's standard practices. LIBOR loans will be subject to customary provisions, including applicable reserve requirements, limits on the number of outstanding LIBOR loans, and minimum dollar amounts of each LIBOR loan.

The Borrower may elect interest periods of 1, 2, 3 or 6 months for LIBOR borrowings.

All interest and per annum fees will be calculated on the basis of actual number of days elapsed in a year of 360 days. If an event of default exists, all loans and other obligations will bear interest at a rate 200 basis points in excess of the otherwise applicable rate.

PERFORMANCE PRICING: The LIBOR and Base Rate margins will be subject to performance pricing adjustments with applicable margins ranging from 200 basis points to 250 basis points based upon the Company's fixed charge coverage ratio.

UNUSED LINE FEE: An unused line fee equal to (a) if utilization is less than 50% of the Senior Credit Facility, 50 basis points per annum, and (b) if utilization is greater than or equal to 50% of the Senior Credit Facility, 37.5 basis points per annum, in each case, calculated on the unused portion of the Senior Credit Facility, will be payable monthly in arrears. For purposes of calculating the unused line fee, utilization shall include amounts drawn under the swing line facility.

LETTER OF CREDIT FEES: The Borrowers will pay (a) a letter of credit fee monthly in arrears on all letters of credit equal to the applicable LIBOR margin; (b) a 0.125% fronting fee to Bank of America, on the face amount of all outstanding letters of credit, payable monthly in arrears; and (c) Bank of America's customary fees and charges in connection with all amendments, extensions, draws and other actions with respect to letters of credit.

OTHER FEES: The Borrowers will pay certain other fees in connection with the Senior Credit Facility to be agreed and set forth in a separate fee letter.

EXPENSES:

The Borrowers will pay (a) all reasonable and documented out-of-pocket costs and expenses (including fees and expenses of one external counsel selected by Agent and, if necessary, by a single counsel in each appropriate jurisdiction for all such persons, taken as a whole (absent a conflict of interest), and for the periods prior to the Closing Date, an additional external counsel for SunTrust) of Bank of America and the Arrangers associated with the Senior Credit Facility, taken as a whole, including costs and expenses of (i) Bank of America's and the Arrangers' due diligence, including field examinations, appraisals and environmental audits, and (ii) syndicating and administering the Senior Credit Facility, and preparing and enforcing all documents relating thereto; plus (b) Bank of America's standard charges for field examinations, including a per diem field examiner charge and out-of-pocket expenses. The Borrowers will remain obligated for all such amounts whether or not the Senior Credit Facility is consummated.

OPTIONAL
PREPAYMENTS
AND COMMITMENT
REDUCTIONS:

Loans under the Senior Credit Facility may be prepaid at any time on three business days' prior notice in writing in the case of LIBOR loans, and on one business day's prior notice in writing in the case of Base Rate loans, without premium or penalty (other than, in the case of LIBOR loans, reimbursement of the Lenders' actual costs in the case of a prepayment other than on the last day of the relevant interest period), in minimum amounts to be agreed upon and in each case consistent with facilities of this type.

The unutilized portion of the commitments under the Senior Credit Facility may, upon five business days' notice, be permanently reduced or terminated by the Borrowers without premium or penalty, in minimum amounts to be agreed, in each case consistent with facilities of this type.

TERMS AND
CONDITIONS:

The loan documentation will contain customary representations and warranties, covenants, events of default, and other provisions to be agreed, including the following:

REPRESENTATIONS
AND WARRANTIES:

Only the following representations and warranties will apply (to be applicable to the Borrowers and their subsidiaries, subject to customary and other exceptions and qualifications to be agreed upon): organization, existence, and power; qualification; authorization and enforceability; no conflict; governmental consents; subsidiaries; accuracy of financial statements and other information in all material respects; projections; no material adverse change; absence of litigation; compliance with laws (including PATRIOT Act, OFAC, ERISA, margin regulations, environmental laws and laws with respect to sanctioned persons); payment of taxes and other obligations; ownership of properties; governmental regulation; inapplicability of the Investment Company Act; validity, priority and perfection of security

interests in the Collateral; intellectual property; treatment as designated senior debt under subordinated debt documents (if any); use of proceeds; insurance; no defaults; solvency; casualty; labor matters; trade relations; accounts; surety obligations; broker fees; burdensome contracts; and payables practices.

AFFIRMATIVE
COVENANTS:

Only the following affirmative covenants will apply (to be applicable to the Borrowers and their subsidiaries), subject to customary and other baskets, exceptions and qualifications to be agreed upon: maintenance of corporate existence and rights; performance and payment of taxes and other obligations; delivery of notices of default and material litigation, ERISA events, proceedings or investigations not covered by insurance, labor disputes, defaults or terminations of material contracts, judgments above a threshold to be agreed, intellectual property claims, violations of law, environmental releases, discharge or resignation of accountants, opening of new offices or places of business and material adverse change; maintenance of properties in good working order; maintenance of books and records; maintenance of insurance customary for companies similarly situated and against risks, in amounts and with endorsements acceptable to Agent; compliance with laws; maintenance and inspection of books and properties; environmental; additional guarantors and additional collateral, subject to limitations set forth above under the captions "Guarantors" and "Security"; further assurances in respect of collateral matters; use of proceeds; material contracts; compliance with leaseholds; designation as senior debt; landlord and storage agreements; licenses; and Commodity Exchange Act guarantee or keepwell with respect to any Borrower that is not an "Eligible Contract Participant" as defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq. In addition:

The Borrowers shall provide the Agent and the Lenders periodic financial and collateral reporting, including annual audited financial statements, monthly and quarterly internally prepared financial statements, annual financial projections, and monthly borrowing base certificates, receivables agings and inventory reports (provided that borrowing base certificates shall be delivered weekly if excess availability is less than 15% of the Senior Credit Facility at such time).

The Borrowers' shall cause all proceeds of accounts receivable to be forwarded to a lockbox or, with the Agent's consent, deposited in a blocked account; provided, that the Agent will exercise cash dominion only during a Cash Dominion Trigger Period.

"Covenant Trigger Period": the period (a) commencing on any date in which excess availability is less than the greater of (i) \$17,500,000 and (ii) 10% of the Senior Credit Facility at such time and (b) continuing until the first date thereafter on which excess availability has been at least the greater of (i) \$17,500,000 and (ii) 10% of the Senior Credit Facility at all times for 45 consecutive days.

"Cash Dominion Trigger Period": the period (a) commencing on any date in which a specified default (to be defined in a manner to be agreed) or an event of default occurs or excess availability is less than the greater of (i) \$17,500,000 and (ii) 10% of the Senior Credit Facility at such time and (b) continuing until the first date thereafter on which no default or event of default has existed for 45 consecutive days and excess availability has been at least the greater of (i) \$17,500,000 and (ii) 10% of the Senior Credit Facility at all times for 45 consecutive days.

The Borrowers' shall provide the Agent updated appraisals of the Borrowers' inventory at such times as the Agent may reasonably require (including the right of the Agent and its representatives to conduct field examinations up to two times per annum and inventory appraisals up to once per annum; provided that if excess availability is less than 15% of the Senior Credit Facility at such time, one additional appraisal and one additional field examination may be conducted; provided, further, that if an event of default has occurred and is continuing, additional appraisals and field examinations may be conducted).

NEGATIVE
COVENANTS:

Only the following negative covenants will apply (to be applicable to the Borrowers and their subsidiaries), subject to customary exceptions and qualifications and others to be agreed upon (including in any event the exceptions described below):

1. Limitation on dispositions of assets (with customary exclusions, including but not limited to dispositions of assets that are obsolete), which shall (i) permit non-ordinary course dispositions of assets (other than Revolving Credit Priority Collateral) at any time in an amount not to exceed the greater of \$10 million and 2.5% of consolidated total assets per fiscal year; (ii) permit other non-ordinary course dispositions of assets (other than Revolving Credit Priority Collateral); provided that the net proceeds thereof are applied in accordance with the Term Loan Facility or any replacement thereof to the extent required thereby; (iii) permit certain scheduled dispositions so long as (a) the Payment Conditions are satisfied, (b) the Net Total Leverage Ratio (as defined below) calculated immediately after such disposition is not greater than the Net Total Leverage Ratio calculated immediately prior to such disposition, (c) the Net First Lien Leverage Ratio (as defined below) calculated immediately after such disposition is not greater than the Net First Lien Leverage Ratio calculated immediately prior to such disposition, (d) the proceeds of such disposition are applied as agreed in the definitive loan documentation, (e) immediately prior to the disposition, the Borrowers deliver to the Agent an updated borrowing base certificate removing the relevant assets and demonstrating that the Payment Conditions are still satisfied and demonstrating that excess availability shall be greater than or equal to the greater of (x) 20% of the Senior Credit Facility at such time and (y) \$20 million for the twelve-month period following such disposition; and (iv) dispositions of inventory in the ordinary course of

business; provided that, in each case, the Borrowers receive fair market value (as determined by the Borrowers in good faith) and at least 75% of the proceeds consist of cash or cash equivalents (including customary designated non-cash consideration consistent with facilities of this type).

2. Limitation on mergers and acquisitions; provided, however, that permitted business acquisitions shall be permitted at any time after October 1, 2013, subject to there being no event of default, the Payment Conditions being satisfied and the satisfaction of other conditions customary for permitted acquisitions in asset-based loans; provided, further that acquisitions of non-Borrowers or Guarantors by the Borrowers or any Guarantor shall not exceed \$2.5 million during the term of the Senior Credit Facility (such acquisitions, "Permitted Acquisitions").

3. Limitations on dividends and stock repurchases and optional redemptions (and optional prepayments) of debt with carveouts for, among other things, (i) subject to customary refinancing conditions, permitted refinancings of such debt, including, without limitation, refinancings of indebtedness under the Term Loan Facility with any secured or unsecured indebtedness permitted to be incurred under the Senior Credit Facility (other than debt under the Senior Credit Facility); (ii) voluntary prepayments of such debt, including, without limitation, the Term Loan Facility and any payments pursuant to the Plan of Reorganization under classes 5 and 6 of the Plan of Reorganization (the "Specified Unsecured Prepetition Debt"), on or after September 1, 2014 so long as the Payment Conditions are satisfied; (iii) retirement or repurchase of debt in exchange for common equity of the Company; and (iv) dividends/payments at any time on or after September 1, 2014 up to an amount to be agreed if the Payment Conditions are satisfied.

4. Limitation on indebtedness which shall permit, among other things, (i) the incurrence of indebtedness in an amount not to exceed the greater of (x) the greater of \$5 million and (y) an amount such that, after giving effect to the incurrence of such indebtedness and the use of proceeds thereof, the Net First Lien Leverage Ratio (to be defined as the ratio of total funded debt outstanding that is secured by liens on Collateral that are pari passu with liens securing the Term Loan Facility (net of unrestricted cash and cash equivalents in an amount not to exceed \$5 million so long as, for the 30 days preceding and the 30 days following such incurrence, there have not been, and will not be, any borrowings under the Senior Credit Facility and the Borrowers have had such cash for such preceding 30 days) to adjusted EBITDA) (as defined on Annex B), on a pro forma basis is not greater than the Net First Lien Leverage Ratio on the Closing Date (assuming, for purposes of this clause (i), that the Term Loan Facility and all indebtedness incurred under this clause (i) is included in the definition of the Net First Lien Leverage Ratio) and the Borrowers shall be in compliance with a Fixed Charge Coverage Ratio (as defined below) of 1.0 to 1.0, determined on a pro forma basis; (ii) permit the incurrence of indebtedness so long as at the time of incurrence the Net Total Leverage Ratio (defined as total funded debt outstanding (net of unrestricted

cash and cash equivalents in an amount not to exceed \$5 million so long as, for the 30 days preceding and the 30 days following such incurrence, there have not been, and will not be, any borrowings under the Senior Credit Facility and the Borrowers have had such cash for such preceding 30 days) to EBITDA) on a pro forma basis being no greater than a ratio to be agreed and the Borrowers shall be in compliance with a Fixed Charge Coverage Ratio (as defined below) of 1.0 to 1.0, determined on a pro forma basis; (iii) the incurrence of purchase money debt/capital lease obligations in an outstanding amount not to exceed \$15 million; (iv) a general basket for indebtedness in an outstanding principal amount not to exceed \$5 million; (v) permit debt incurred or assumed in connection with Permitted Acquisitions so long as at the time of incurrence the Net Total Leverage Ratio on a pro forma basis for such acquisition is no worse than the Net Total Leverage Ratio in effect immediately prior to such acquisition; (vi) indebtedness under the Term Loan Facility in an amount not to exceed \$150 million and any refinancing indebtedness in respect thereof; provided that such refinancing indebtedness shall not have a greater principal amount than the principal amount of the indebtedness being refinanced plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the refinancing, shall not have a shorter maturity or weighted average life to maturity than the Term Loan Facility as of the date of such refinancing and shall comply with other customary refinancing conditions; (vii) indebtedness under the Specified Unsecured Prepetition Debt to the extent incurred and on the terms set forth in the Plan of Reorganization; provided that such Specified Unsecured Prepetition Debt shall not mature, require mandatory prepayments (other than in connection with a change of control) or require any payment of cash interest, in each case, prior to September 30, 2014 and shall be subject to the limitations on voluntary prepayments as set forth in the related negative covenant; (viii) indebtedness under Permitted Surety Bonds up to an amount of \$30 million; and (ix) indebtedness existing on the Closing Date and refinancings thereof subject to customary refinancing conditions to be agreed, including a cap on the principal amount of any refinancing indebtedness limited to the principal amount of the indebtedness being refinanced plus accrued interest, fees and premiums (if any) thereon and reasonable fees and expenses associated with the refinancing and limitations on maturity and weighted average life.

"Permitted Surety Bonds" shall mean unsecured guarantees and reimbursement obligations incurred in the ordinary course of business with respect to surety and appeal bond, performance bonds, bid bonds, appeal bonds, completion guarantee and similar obligations. Reimbursement obligations with respect to undrawn Permitted Surety Bonds shall not constitute indebtedness for purposes of calculating the Net First Lien Leverage Ratio or the Net Total Leverage Ratio.

Indebtedness incurred pursuant to clauses (i) and (ii) above shall also be subject to the following conditions, such indebtedness (A) shall have a maturity date that is at least 91 days after the maturity date of the Senior

Credit Facility, (B) shall have scheduled prepayments not in excess of 1% per year, (C) shall have mandatory prepayments only in connection with asset sales (other than sales of Revolving Credit Priority Collateral), changes of control and excess cash flow; provided that mandatory prepayments in connection with excess cash flow shall only be permitted if the Payment Conditions are satisfied, and (C) shall have the same obligors as under the Senior Credit Facility.

5. Limitation on loans, advances, guarantees and investments, which shall (i) include a general basket for investments in an outstanding amount not to exceed \$5 million (provided that any Permitted Acquisitions of non-Borrowers or Guarantors shall be included under this clause (i)); (ii) Permitted Acquisitions; and (iii) in addition, permit unlimited investments at any time on or after September 1, 2014 (or October 1, 2013 in connection with investments in joint ventures) if the Payment Conditions are satisfied; provided that this clause (iii) shall not be available for acquisitions unless the conditions for Permitted Acquisitions are also satisfied.

6. Limitation on liens, which shall (i) permit the incurrence of liens on assets of non-Borrower or non-Guarantor subsidiaries so long as such liens secure obligations of such subsidiaries that are otherwise permitted; (ii) permit the incurrence of liens that are pari passu, senior or junior liens, on the Term Loan Priority Collateral (including liens securing notes or additional credit facilities) so long as such liens are junior to the Senior Credit Facility on the Revolving Credit Priority Collateral; (iii) permit liens existing on the Closing Date and refinancings thereof; and (iv) include a general basket for liens in an outstanding amount not to exceed \$2.5 million.

7. Limitation on transactions with affiliates.

8. Limitation on sale/leaseback transactions.

9. Limitation on changes in the business of the Borrowers and their subsidiaries.

10. Limitation on restrictions of subsidiaries to pay dividends or make distributions, to repay intercompany indebtedness, to incur or repay borrowed money or to modify, extend or renew any agreement evidencing borrowed money, and limitation on negative pledges.

11. Limitation on tax consolidation, material accounting changes and changes to fiscal year.

12. Limitation on subsidiaries.

13. Limitation on amendments to organizational documents.

14. Limitation on hedging agreements.

15. Limitation on amendments to (i) the Term Loan Facility to the extent such amendments would (A) change specific terms thereof (such terms to be agreed and set forth in the definitive documents) or (B) be otherwise prohibited by the Intercreditor Agreement and (ii) the Specified Unsecured Prepetition Debt to the extent such amendments would (A) provide for any mandatory prepayments (other than in connection with a change of control) or require any cash interest to be paid, in each case, prior to September 30, 2014 or (B) shorten the maturity or weighted average life to maturity of such Specified Unsecured Prepetition Debt.

16. Limitation on the establishment of any defined benefit plans.

17. Limitation on the payment of any Delayed Admin Claim (as defined below) on or prior to August 31, 2013.

"Payment Conditions" shall mean (i) no default or event of default exists or would result from the specified activity; (ii) excess availability on the date of such determination, before and after giving pro forma effect to such specified activity, is greater than or equal to the greater of (a) 20% of the Senior Credit Facility at such time and (b) \$20 million; (iii) the average daily amount of excess availability for the 60-day period immediately preceding such specified activity shall have been greater than or equal to the greater of (a) 20% of the Senior Credit Facility at such time and (b) \$20 million, calculated on a pro forma basis assuming such specified activity occurred on the first day of such 60-day period; (iv) the Borrowers shall be in compliance with a Fixed Charge Coverage Ratio (as defined below) for the trailing twelve-month period ended immediately prior to such date of 1.0 to 1.0, determined on a pro forma basis assuming such specified activity occurred on the first day of such period; and (v) the Borrowers shall have delivered a certificate to Agent certifying as to clauses (i) through (iv) above and setting forth projections prepared in good faith demonstrating that excess availability shall be greater than or equal to the greater of (a) 20% of the Senior Credit Facility at such time and (b) \$20 million for the greater of (x) the 90-day period following such specified activity and (y) the period following such specified activity up to and including August 31 of such year (or the following year if such specified activity occurs after August 31 of such year).

FINANCIAL
COVENANT
TRIGGER:

Financial covenants will be limited to a minimum fixed charge coverage ratio of at least 1.00 to 1.00 tested on a trailing twelve-month period on the last day of each month, applicable on and after the last day of the month immediately preceding the commencement of a Covenant Trigger Period and during such Covenant Trigger Period.

Consolidated Net Income, EBITDA, Fixed Charge Coverage Ratio, Fixed Charges to be defined as set forth Annex B hereto.

BANK PRODUCTS: In order to facilitate the administration of the Senior Credit Facility and the Agent's security interest in the Borrowers' assets, the Borrowers will use commercially reasonable efforts to, by no later than February 28, 2014, maintain Bank of America as the Borrowers' principal depository bank, including for the maintenance of operating and deposit accounts, lockbox administration, funds transfer, information reporting services and other treasury management services; provided that the Agent's fees and expenses in connection with such cash management and bank products shall be customary for current market conditions.

**CONDITIONS
PRECEDENT:**

The extension of the Senior Credit Facility is subject to fulfillment of the following:

1. The execution and delivery, in form and substance reasonably acceptable to Bank of America, SunTrust and the Arrangers and their counsel, of agreements, documents, instruments, financing statements, lien searches, secretary's and other closing certificates, a solvency certificate, consents, landlord waivers, documents indicating compliance with all applicable federal and state environmental laws and regulations, evidences of corporate authority, opinions of counsel (including opinions of local counsel for each jurisdiction in which a Borrower or Guarantor is organized), the Intercreditor Agreement, insurance certificates, flood plain searches and evidence of related flood insurance and such other documents (provided that (x) the Borrower shall only be required to use commercially reasonable efforts to deliver landlord waivers (it being understood that, for any location for which no landlord waiver has been delivered, a reserve will be put into place) and (y) real estate and mortgage related documents (other than flood plain searches and evidence of related flood insurance) may be delivered post-closing to the extent agreed to by the agent under the Term Loan Facility) to confirm and effectuate the Senior Credit Facility and the Agent's and the Lenders' first priority liens, as may be required by Bank of America, SunTrust and the Arrangers and their counsel (it being understood that, to the extent any security interest in the Collateral or any other deliverable related to the perfection of security interest in the Collateral (other than (x) any Collateral the security interest in which may be perfected by the filing of a UCC financing statement and (y) any deposit accounts perfected by control agreements) is or cannot be provided and/or perfected on the Closing Date, the provision and/or perfection of such security interest shall be delivered after the Closing Date pursuant to timing to be agreed).
2. Since April 28, 2012, there has been no circumstance, event or condition that has or could reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations, or financial condition of the Borrowers, taken as a whole (excluding the

filing of the Cases and any historical events associated with such filing, and any events that customarily occur as part of a proceeding under Chapter 11 of the Bankruptcy Code).

3. No action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that (a) could reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations, or financial condition of the Borrowers, taken as a whole, or could impair the Borrowers' ability to perform satisfactorily under the Senior Credit Facility; or (b) could reasonably be expected to materially and adversely affect the Senior Credit Facility or the transactions contemplated thereby.
4. Receipt by Bank of America and the Arrangers, in form and substance satisfactory to them, of (a) a pro forma balance sheet of the Company and its subsidiaries dated as of the Closing Date and giving effect to the effectiveness of the Plan of Reorganization, (b) financial projections of the Company and its subsidiaries, evidencing the Borrowers' ability to comply with the financial covenant set forth in the loan documentation, and (c) interim financial statements for the Company and its subsidiaries as of a date not more than 30 days prior to the Closing Date.
5. Reasonably satisfactory evidence that the Borrowers have received all governmental and third party consents and approvals as may be appropriate in connection with the Plan of Reorganization, the Senior Credit Facility, the Term Loan Facility and the transactions contemplated thereby (collectively, the "Transactions").
6. All supplements to the Plan of Reorganization shall be in form and substance satisfactory to Bank of America, SunTrust and the Arrangers. Bank of America, SunTrust and the Arrangers shall have received a final collateral appraisal and field examination addressed or assigned to each of them and upon which each of them are entitled to rely and to share with potential lenders. Such collateral appraisal and field examination shall be, in each case, satisfactory to Bank of America, SunTrust and the Arrangers.
7. Bank of America shall have received a borrowing base certificate prepared as of the Friday immediately prior to the Closing Date. Upon giving effect to the initial funding of loans and issuance of letters of credit, the consummation of the Transactions and the payment by the Borrowers of all fees and expenses incurred in connection with the Transactions (including but not limited to administrative costs, cure costs, and the funding of cash out options for trade and other unsecured claims), including those payable post-closing, as well as any payables stretched beyond their customary payment practices, excess

availability shall be at least \$25 million; provided that if any holder of an Allowed Administrative Claim (as defined in the Plan of Reorganization) agrees to delay payment on such claim to no earlier than August 31, 2013 (provided however that such fees, to the extent allowed, shall be paid as soon as practicable thereafter) (and such agreement shall have been approved by the Bankruptcy Court) (such delayed claims, the "Delayed Admin Claims"), excess availability on the Closing Date shall be calculated without giving effect to the payment of such Delayed Admin Claims. In addition, Bank of America, SunTrust and the Arrangers shall have received, in form and substance satisfactory to them, a 13-week cash flow statement commencing on the Closing Date and ending 13 weeks thereafter, demonstrating that excess availability under the Senior Credit Facility is not less than \$25 million at any time during such 13-week period.

8. Concurrently with the closing of the Senior Credit Facility, the obligations under each of the ABL DIP Facility, the Ad Hoc DIP Facility and the Bayside DIP Facility (each as defined in the Plan of Reorganization, collectively the "DIP Facilities") shall have been discharged and satisfied in full, all commitments thereunder shall have been terminated, any unexpired letters of credit issued thereunder shall have been returned, collateralized or rolled into the Senior Credit Facility in accordance with the terms of the Plan of Reorganization and all Liens securing the DIP Facilities shall have been released, and Bank of America, SunTrust and the Arrangers shall have received evidence reasonably satisfactory to it of such prepayment in full, termination, return, collateralization or roll and release (it being understood and agreed that such evidence shall be a payoff letter from the administrative agent under each of the DIP Facilities reasonably satisfactory to Bank of America, SunTrust and the Arrangers) and (ii) after consummation of the Plan of Reorganization and giving effect to the Transactions, the Borrowers and Guarantors shall have no outstanding Indebtedness, contingent liabilities or claims against them, except as expressly contemplated by the Plan of Reorganization and expressly permitted under the Senior Credit Facility loan documentation.
9. Entry by the Borrowers into the Term Loan Facility in an amount not to exceed \$125 million on terms acceptable to Bank of America, SunTrust and the Arrangers and Bank of America's, SunTrust's and the Arrangers' satisfaction with the Borrowers' capital structure.
10. The Plan of Reorganization shall have been confirmed by the Bankruptcy Court pursuant to a confirmation order, which confirmation order (a) shall be in form and substance satisfactory to Bank of America, SunTrust and the Arrangers; (b) shall be in full force and effect, unstayed, final and non-appealable and not subject to any appeal, motion to stay, motion for rehearing or reconsideration or a

petition for writ of certiorari, unless waived by Bank of America, SunTrust and the Arrangers in writing in their sole discretion; (c) shall not have been reversed, vacated, amended, supplemented or otherwise modified in any manner without the written consent of Bank of America, SunTrust and the Arrangers and (d) shall approve the Senior Credit Facility and grant and establish the priority of liens and security interests as contemplated herein, and provide that the Senior Credit Facility and all loan and collateral documents related thereto or executed in connection therewith are fully enforceable.

11. The Approval Order (as defined in the Commitment Letter) (a) shall be in full force and effect, unstayed and final and non-appealable, (b) shall not be subject to a motion to stay, a motion for rehearing or reconsideration or a petition for a writ of certiorari and (c) shall not have been amended, supplemented or otherwise modified without the written consent of Bank of America and the Arrangers, reversed or vacated.
12. (a) All conditions precedent to the effectiveness of the Plan of Reorganization shall have been or shall substantially concurrently be satisfied or, with the consent of Bank of America, SunTrust and the Arrangers, waived, (b) the effective date of the Plan of Reorganization shall have occurred on or before the Closing Date and (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Plan of Reorganization in accordance with its terms shall occur substantially contemporaneously with the Closing Date.
13. Concurrently with the Closing of the Senior Credit Facility, the Borrowers shall have paid all fees and expenses to be paid to Bank of America, the Arrangers and the Lenders on the Closing Date.
14. Bank of America and the Lenders shall have received all documentation and instruments required by regulatory authorities with respect to the Borrowers under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act, that has been reasonably requested by the Lenders in advance of the Closing Date.
15. The Borrower's trade terms on the Closing Date shall not be materially less favorable to the Borrower than the Borrower's trade terms set forth on Annex C hereto.

EVENTS OF
DEFAULT:

Only the following (subject to customary thresholds and grace periods to be agreed upon and applicable to the Borrowers and their subsidiaries): nonpayment of principal, interest or other amounts; violation of covenants; incorrectness of representations and warranties in any material respect; cross-

defaults; bankruptcy and similar events; material judgments; ERISA events; actual or asserted invalidity of guarantees or security documents; damage with respect to any Collateral above an amount to be agreed; prevention by any governmental authority from conducting any material part of its business or a loss, revocation or termination of any material license, permit, lease or agreement necessary to its business or there is a cessation of any material part of any Borrower's or any Guarantor's business for a material period of time; or any material Collateral is taken or impaired through condemnation; and change of control (to be defined in a manner to be agreed).

VOTING: Usual for facilities and transactions of this type, including "yank-a-bank" provisions.

ASSIGNMENTS: The Lenders will be permitted to assign loans and commitments under the Senior Credit Facility with the consent of the Company (not to be unreasonably withheld or delayed); provided that such consent of the Company shall not be required (i) if such assignment is made to another Lender or an affiliate or approved fund of a Lender or (ii) after the occurrence and during the continuance of an event of default (provided that such consent of the Company shall be deemed to have been given if the Company has not responded within five business days after the request for such consent). All assignments will also require the consent of the Agent, the swing line lender and the issuing bank, not to be unreasonably withheld or delayed. No Borrower nor any of its affiliates shall be eligible assignees.

OTHER: This term sheet sets forth the material terms of the Senior Credit Facility, and to the extent that it does not summarize all of the conditions, covenants, representations, warranties and other provisions that will be contained in definitive legal documentation for the Senior Credit Facility, such terms, conditions and provisions of the Senior Credit Facility shall be consistent with this term sheet and any additional terms shall be mutually agreed.

Annex A

"Excluded Property" shall mean: (i) any fee-owned real property with a fair market value of less than an amount to be agreed (with all required mortgages being permitted to be delivered post-closing) and all leasehold interests in real property; (ii) motor vehicles and other assets subject to certificates of title, letter of credit rights (other than to the extent such rights can be perfected by filing a UCC-1) and commercial tort claims with a value of less than an amount to be agreed; (iii) pledges and security interests prohibited by applicable law, rule, regulation or contractual obligation (in each case, except to the extent such prohibition is unenforceable after giving effect to applicable provisions of Article 9 of the Uniform Commercial Code); (iv) equity interests in any person (other than wholly owned subsidiaries) to the extent not permitted by the terms of such person's organizational or joint venture documents; (v) assets to the extent a security interest in such assets could reasonably be expected to result in material adverse tax consequences as determined in good faith by the Borrowers; (vi) any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or create a right of termination in favor of any other party thereto (other than any Borrower or Guarantor) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code; (vii) those assets as to which Agent and the Borrowers reasonably agree that the cost or other consequence of obtaining such a security interest or perfection thereof are excessive in relation to the value afforded thereby; (viii) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code; (ix) "*intent-to-use*" trademark applications; (x) other customary exclusions under applicable local law or in applicable local jurisdictions; and (xi) other exceptions to be mutually agreed upon. In addition, in no event shall (1) notices be required to be sent to account debtors or other contractual third-parties prior to the occurrence and during the continuance of an event of default or (2) security documentation be governed by the law of the jurisdiction in which assets are located unless such jurisdiction is also the jurisdiction of organization of the person granting such lien or any other grantor or the United States or any state thereof or the District of Columbia.

Annex B

"Consolidated Net Income" shall mean, with respect to the Company and its subsidiaries on a consolidated basis for any period, net income for such period but excluding net income (or loss) attributable to the equity method of accounting unless such net income has been distributed by way of an ordinary dividend in cash to the Company or any subsidiary.

"EBITDA" shall mean, with respect to the Company and its subsidiaries on a consolidated basis for any period, the Consolidated Net Income of the Company and its subsidiaries for such period plus (a) the sum of (in each case without duplication and to the extent the respective amounts described in subclauses (i) through (x) of this clause (a) reduced such Consolidated Net Income (and were not excluded therefrom or added thereto) for the respective period for which EBITDA is being determined):

(i) provision for taxes based on income, profits or capital of the Company and its subsidiaries for such period, including, without limitation, state, franchise and similar taxes;

(ii) interest expense (and to the extent not included in interest expense, (x) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or disqualified stock and (y) costs of surety bonds in connection with financing activities) of the Borrower and the Subsidiaries for such period;

(iii) depreciation and amortization expenses of the Borrower and the Subsidiaries for such period including the amortization of intangible assets, deferred financing fees and capitalized software expenditures and amortization of unrecognized prior service costs;

(iv) (A) non-recurring, unusual or extraordinary charges for such period, (B) business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility closure, facility consolidations, duplicative facility costs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges), and (C) cash expenses relating to earn outs and similar obligations; provided that the aggregate amount to be added back pursuant to this clause (iv) shall not exceed, (1) for the fiscal year ending April 30, 2014, \$7 million, (2) for the fiscal year ending April 30, 2015, 10% of EBITDA for such period plus any unused addback amount remaining from the prior fiscal year, and (3) for each fiscal year thereafter, 10% of EBITDA;

(v) any other non-cash charges; provided, that for purposes of this subclause (vi) of this clause (a), any non-cash charges or losses shall be treated as cash charges or losses in any subsequent period during which cash disbursements attributable thereto are made (but excluding, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period);

(vi) any expenses or charges (other than depreciation or amortization expense as described in the preceding clause (iii)) related to any issuance of equity interests, investment, acquisition, disposition, recapitalization or the incurrence, modification or repayment of indebtedness permitted to be incurred by the Senior Credit Facility loan documentation (including a refinancing thereof) (whether or not successful), including (x) such fees, expenses or charges related to the Term Loan Facility, the Senior Credit

Facility and the Specified Unsecured Prepetition Debt and (y) any amendment or other modification of the Obligations or other Indebtedness;

(vii) non-cash expenses in connection with expensing stock options or other equity compensation grants for such period;

(viii) costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and public company costs;

(ix) to the extent deducted from Consolidated Net Income for such period, (A) cash fees, costs, expenses, commissions and other cash charges paid on or before June 30, 2013 (or, September 15, 2013 in the case of the payment on any Delayed Admin Claims) in connection with this Senior Credit Facility, the Term Loan Facility, the Specified Unsecured Prepetition Debt, the Cases, the Plan of Reorganization and the transactions contemplated by the foregoing, including in connection with the termination or settlement of executor contracts, professional and accounting fees, costs and expense, management incentive, employee retention or similar plans, and litigation and settlements (but excluding interest and fees accruing after the Closing Date hereunder); provided that the aggregate amount to be added back pursuant to this clause (ix)(A) for all such periods shall not exceed \$35 million and (B) amounts paid in connection with the make-whole litigation in the Cases, in an aggregate amount to be added back to this clause (ix)(B) not to exceed \$25 million; and

(x) for the fiscal year ended April 30, 2014, solely in connection with the asset divestitures set forth on Schedule [], business optimization expenses and other restructuring charges or reserves (which, for the avoidance of doubt, shall include the effect of inventory optimization programs, facility closure, facility consolidations, duplicative facility costs, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges); provided, that with respect to each business optimization expense or other restructuring charge, a responsible officer of the Borrower shall have delivered to the Administrative Agent an officer's certificate specifying and quantifying such expense or charge; provided that the aggregate amount to be added back pursuant to this clause (x) shall not exceed \$3 million;

minus (b) the sum of (without duplication and to the extent the amounts described in this clause (b) increased such Consolidated Net Income for the respective period for which EBITDA is being determined) non-cash items increasing Consolidated Net Income of the Borrower and the Subsidiaries for such period (but excluding any such items (A) in respect of which cash was received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDA in any prior period), minus (c) non-recurring, unusual or extraordinary gains increasing Consolidated Net Income of the Company and its subsidiaries for such period to the extent non-recurring, unusual or extraordinary losses could be added back for such period, and minus (d) any cash payments made in respect of non-cash charges added back in a prior period.

For purposes of determining the Fixed Charge Coverage Ratio, Consolidated EBITDA for each of the months ending on or prior to May 31, 2013 shall be deemed to be equal to the amounts set forth in the table below.³

<u>Month</u>	<u>EBITDA</u> (in millions)
June 30, 2012	\$ 9.3
July 31, 2012	\$ 30.9
August 31, 2012	\$ 23.8
September 30, 2012	\$ 9.9
October 31, 2012	\$ 1.7
November 30, 2012	\$ (6.1)
December 31, 2012	\$ (5.9)
January 31, 2013	\$ (4.0)
February 28, 2013	\$ (4.6)
March 31, 2013	\$ (3.0)
April 30, 2013	\$ (1.5)
May 31, 2013	\$ (0.6)

"Fixed Charge Coverage Ratio", shall mean, for any measuring period, the ratio of (i) EBITDA, minus Capital Expenditures (except those financed with borrowed money other than loans under the Senior Credit Facility), minus capitalized investment and development costs, to (ii) Fixed Charges.

"Fixed Charges" shall mean (i) cash interest expense, plus (ii) all principal payments in respect of indebtedness (other than mandatory prepayments of the Term Loan Facility in connection with asset sales), plus (iii) the aggregate amount of net Federal, state, local and foreign income taxes and franchise and similar taxes paid in cash during such period, plus (iv) cash dividend payments and distributions on account of equity interests, plus (v) cash costs of surety bonds to the extent not deducted from Consolidated Net Income; provided that, for purposes of calculating the Payment Conditions, the amount described in clause (iii) above shall be determined on a pro forma basis by disregarding any reduction in the tax basis of current assets pursuant to Sections 108 and 1017 of the Internal Revenue Code as a result of the discharge of indebtedness occurring in connection with the chapter 11 cases for the four fiscal quarter of 2015; provided, further, that any reduction in clause (iii) above due to the immediately preceding proviso shall be limited to \$10 million.

³ NTD: Subject to further review by the Commitment Parties.

REDACTED

School Specialty Inc., et al
Annex C

REDACTED

School Specialty Inc., et al
Annex C

Execution Version

MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED
BANK OF AMERICA, N.A.
One Bryant Park
New York, New York 10036

SUNTRUST ROBINSON HUMPHREY, INC.
SUNTRUST BANK
3333 Peachtree Rd Ne., 10th Floor
Atlanta, GA 30326

May 13, 2013

School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942

Re: Senior Secured Asset-Based Loan Facility

Ladies and Gentlemen:

This letter agreement (the "Fee Letter") is delivered to you in connection with the Commitment Letter of even date herewith (together with the Summary of Terms attached thereto, the "Commitment Letter") among you and the Commitment Parties (as defined therein) party thereto, regarding the arrangement, underwriting and syndication of senior secured credit facilities in an aggregate principal amount of \$175 million (the "Senior Credit Facility") for the purpose of financing in part the costs and expenses related to the Transaction (as defined in the Commitment Letter) and the ongoing working capital and other general corporate purposes of the School Specialty, Inc. (the "Company") and its subsidiaries after consummation of the Plan of Reorganization (as defined in the Commitment Letter). Unless otherwise defined herein, capitalized terms shall have the same meanings as specified therefor in the Commitment Letter. In connection with, and in consideration of the agreements contained in, the Commitment Letter, you agree with the Commitment Parties as follows:

Underwriting Fee: The Borrowers shall pay % of the Senior Credit Facility, to be shared equally between Bank of America, N.A. ("Bank of America") and SunTrust Bank ("SunTrust"), and to be allocated among Lenders at the sole discretion of the Commitment Parties. The Underwriting Fee shall be earned upon your acceptance of the Commitment Letter and shall be payable in full upon the Closing Date (subject to entry of the Approval Order).

All fees described in this Fee Letter shall be fully earned upon becoming due and payable in accordance with the terms hereof, shall be nonrefundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to the Commitment Letter, any other Fee Letter, or the definitive documentation for the Senior Credit Facility. The fees set forth in this Fee Letter shall be payable without setoff, defense or counterclaim of any kind, and are in addition to any other fee, cost or expense payable pursuant to the Commitment Letter, any other Fee Letter, or the definitive documentation for the Senior Credit Facility. These fees constitute compensation for services rendered and do not constitute interest or a charge for the use of money.

Sharing of fees with other Lenders shall be at the sole discretion of the Commitment Parties. Each of the Committed Lenders reserves the right to allocate, in whole or in part, to its affiliates certain fees payable to such Committed Lender hereunder in such manner as such Committed Lender and such affiliates shall agree in their sole discretion.

[REDACTED]

This letter is subject to the provisions specified in the Commitment Letter, including its submission to governing law, submission to jurisdiction, confidentiality and indemnification provisions. It is understood that this letter agreement shall not constitute or give rise to any obligation on the part of any Commitment Party to provide or arrange any financing; such an obligation will arise only under the Commitment Letter if accepted in accordance with its terms. This letter agreement may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this letter agreement.

[Remainder of page intentionally left blank.]

Very truly yours,

BANK OF AMERICA, N.A.

By: _____

Name:

Title:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: _____

Name:

Title:

SUNTRUST BANK

By: _____
Name:
Title:

SUNTRUST ROBINSON HUMPHREY, INC.

By: _____
Name:
Title:

Accepted and Agreed to as of
May __, 2013:

SCHOOL SPECIALTY, INC.

By: _____
Name:
Title:

Execution Version

BANK OF AMERICA, N.A.
One Bryant Park
New York, New York 10036

May __, 2013

School Specialty, Inc.
W6316 Design Drive
Greenville, WI 54942

Re: Senior Secured Asset-Based Loan Facility

Ladies and Gentlemen:

This letter agreement (the "Fee Letter") is delivered to you in connection with the Commitment Letter of even date herewith (together with the Summary of Terms attached thereto, the "Commitment Letter") among you and the Commitment Parties (as defined therein) party thereto, regarding the arrangement, underwriting and syndication of senior secured credit facilities in an aggregate principal amount of \$175 million (the "Senior Credit Facility") for the purpose of financing in part the costs and expenses related to the Transaction (as defined in the Commitment Letter) and the ongoing working capital and other general corporate purposes of the School Specialty, Inc. (the "Company") and its subsidiaries after consummation of the Plan of Reorganization (as defined in the Commitment Letter). Unless otherwise defined herein, capitalized terms shall have the same meanings as specified therefor in the Commitment Letter. In connection with, and in consideration of the agreements contained in, the Commitment Letter, you agree with the Bank of America as follows:

Administrative Agency Fee:	You will pay an annual administrative agent fee of \$ _____ to Bank of America, for its own account as Administrative Agent for the Lenders under the Senior Credit Facility, annually in advance on the Closing Date (subject to entry of the Approval Order) and on each anniversary thereof, until the Senior Credit Facility is terminated in full.
-------------------------------	---

All fees described in this Fee Letter shall be fully earned upon becoming due and payable in accordance with the terms hereof, shall be nonrefundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to the Commitment Letter, any other Fee Letter, or the definitive documentation for the Senior Credit Facility. The fees set forth in this Fee Letter shall be payable without setoff, defense or counterclaim of any kind, and are in addition to any other fee, cost or expense payable pursuant to the Commitment Letter, any other Fee Letter, or the definitive documentation for the Senior Credit Facility. These fees constitute compensation for services rendered and do not constitute interest or a charge for the use of money.

Sharing of fees with other Lenders shall be at the sole discretion of Bank of America. Bank of America reserves the right to allocate, in whole or in part, to its affiliates certain fees payable to Bank of America hereunder in such manner as Bank of America and such affiliates shall agree in their sole discretion.

This letter is subject to the provisions specified in the Commitment Letter, including its submission to governing law, submission to jurisdiction, confidentiality and indemnification provisions. It is understood that this letter agreement shall not constitute or give rise to any obligation on the part of Bank of America or MLPFS to provide or arrange any financing; such an obligation will arise only under the Commitment

Letter if accepted in accordance with its terms. This letter agreement may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this letter agreement.

[Remainder of page intentionally left blank.]

Very truly yours,

BANK OF AMERICA, N.A.

By: _____

Name:

Title:

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

By: _____

Name:

Title:

Accepted and Agreed to as of
April __, 2013:

SCHOOL SPECIALTY, INC.

By: _____
Name:
Title:

EXHIBIT B

Contract Assumption List

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
103RD & FRANKFORD AFFORDABLE STORAGE 10214 FRANKFORD AVENUE LUBBOCK, TX 79424	1002902 - LEASE: BUILDING AND LAND	\$0.00
ABELS, KAREN WEILLER 1212 WILTSHIRE DRIVE CARROLLTON, TX 75007	1001114 - LICENSING AGREEMENT, 1002927 - ROYALTY AGREEMENT	\$0.00
ABEL-WOMACK INTEGRATED HANDLING SOLUTIONS ONE INTERNATIONAL WAY LAWRENCE, MA 1803	1003349 - PROFESSIONAL SERVICE CONTRACT (& TEMPS), 1003350 - PROFESSIONAL SERVICE CONTRACT (& TEMPS)	\$3,111.71
ABLE, MARY BETH ABLE EDITING P.O. BOX 17506 SEATTLE, WA 98127	1003522 - ROYALTY AGREEMENT	\$0.00
ACME CONSTRUCTION CO., INC. 1565 CUMMINS DRIVE MODESTO, CA 95352	1004380 - SERVICE CONTRACT, 1004381 - SERVICE CONTRACT	\$0.00
ACXION CORPORATION 601 EAST THIRD STREET LITTLE ROCK, AR 72201	1000140 - SERVICE CONTRACT, 1003420 - VENDOR AGREEMENT, 1004504 - SERVICE CONTRACT	\$26,431.40
ADAIRJANNA 3505 KIRBY CREEK GRAND PRAIRIE, TX 75051	1002127 - ROYALTY AGREEMENT	\$0.00
ADAMS, LISA 447 NORTH STONINGTON ROAD STONINGTON, CT 06378	1001969 - Royalty Agreement, 1002004 - Royalty Agreement	\$0.00
ADAMS, SANDRA 190 HALL ROAD BARRINGTON, NH 03825	1002079 - Royalty Agreement, 1002696 - Royalty Agreement, 1005045 - Royalty Agreement	\$75,952.73
ADAVANCED TOOLWARE PO BOX 8200 BONNEY LAKE, WA 98391	1002283 - Service Contract	\$0.00
ADELE LYNDIS 33 WINTHROP RD. CHAPPAQUA, NY 10514	1002726 - Royalty Agreement	\$0.00
ADERHOLDT, KRISTEL 4720 BRADY LANE PALM BEACH GARDENS, FL 33418	1001986 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ADOBE SYSTEMS INCORPORATED 345 PARK AVENUE SAN JOSE, CA 95110-2704	1002282 - Service Contract	\$0.00
ADOPT-A-CLASSROOM 4141 NE 2ND AVENUE SUITE 2038 MIAMI, FL 33137	1003709 - Customer Agreement	\$0.00
ADP, INC. 5800 WINDWARD PARKWAY ALPHARETTA, GA 30005	1002483 - Vendor Agreement, 1002484 - Vendor Agreement, 1003200 - Service Contract, 1003427 - Vendor Agreement	\$0.00
ADVANCED FINTESS SOLUTIONS 2430 WEST 22000 NORTH LEHI, UT 84043	1004511 - Licensing Agreement	\$7,629.13
AHO, MARY 862 ABERDEEN AVENUE NORTHEAST RENTON, WA 98055	1002782 - Royalty Agreement	\$308.00
AHRENS, EDWARD 3486 HOBART ROAD GLENVILLE, PA 17329	1001031 - Royalty Agreement	\$0.00
ALICES HOME TOOLS FOR TEACHERS 2784 SHADY RIDGE COLUMBUS, OH 43231	1001941 - Royalty Agreement, 1001942 - Royalty Agreement	\$0.00
ALL KINDS OF MINDS 103 WEST WEAVER STREET CARRBORO, NC 27510	1002087 - Vendor Agreement	\$217.69
ALLAN F. WORKS TRUST ATTN DIANE E. SALOMONE, TRUST OFF. C/O US TRUST - 683 MAIN ST OSTERVILLE, MA 02655	1005002 - Royalty Agreement, 1005023 - Royalty Agreement	\$21.25
ALLEN, JACK 5420 BATTEE RD NORTHWEST ALEXANDRIA, OH 43001	1004369 - Royalty Agreement	\$2.40
ALLIED WASTE SERVICES 385 DUNSTABLE RD NASHUA, NH 03060	1004256 - Service Contract, 1004719 - Service Contract	\$1,125.70

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ALMO DISTRIBUTING 567 BRIARWOOD DRIVE WHELLING, IL 60090	1002463 - Vendor Agreement, 1002464 - Vendor Agreement, 1002465 - , 1002466 -	\$13,231.08
ALTIERI, KRISTINA 4000 E. LAKE ESTATES DRIVE DAVIE, FL 33328	1001037 - Licensing Agreement	\$0.00
ALTOVA INC. 900 CUMMINGS CENTER SUITE 314-T BEVERLY, MA 01915-6181	1002284 - Software Licensing Agreement	\$0.00
ALVAREZ & MARSAL NORTH AMERICA, LLC 55 WEST MONROE STREET SUITE 4000 CHICAGO, IL 60603	1000010 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.), 1000011 - Indemnity Agreement, 1002542 - Indemnity Agreement	\$0.00
AMA EDUCATION SOLUTIONS, LLC 14155 HWY 73 UNIT 10 PRAIRIEVILLE, LA 70769	1002154 - Independent Contractors,	\$0.00
AMAZON SERVICES LLC 8329 WEST SUNSET RD SUITE 220 LAS VEGAS, NV 89113	1001980 - Customer Agreement, 1001981 - Customer Agreement, 1001982 - Customer Agreement, 1002392 - Royalty Agreement, 1002473 - Customer Agreement, 1003732 - Customer Agreement, 1003735 - Customer Agreement, 1003737 - Customer Agreement, 1004746 - Customer Agreement, 1004750 - Customer Agreement, 1004751 - Customer Agreement	\$0.00
AMERICAN CLEANING CO., INC P.O. BOX 390702 CAMBRIDGE, MA 02139-0008	1004257 - Service Contract, 1004720 - Service Contract	
AMERICAN RIVER CONSTRUCTION PO BOX 100 EL DORADO, CA 95623	1004383 - Service Contract	\$0.00
AMTMANIS, AMANDA P.O. BOX 356 COBALT, CT 06414	1001040 - Licensing Agreement	\$76.00
ANNETTE DILORIO, INNOVATIVE TECHNIQUES 19 CUMMING STREET SUITE 4D NEW YORK, NY 10034	1000895 - Licensing Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ANNETTE DILORIO, INNOVATIVE TECHNIQUES 19 CUMMING STREET SUITE 4D NEW YORK, NY 10034	1000895 - Licensing Agreement	
ANOKA-HENNEPIN SCHOOL DISTRICT 2727 N. FERRY STREET ANOKA, MN 55503	1004226 - Customer Agreement, 1004227 - Customer Agreement, 1004228 - Customer Agreement	\$197.94 \$0.00
APOLLO ASSOCIATES 1815 NORFOLK ST. HOUSTON, TX 77098	1004721 - Licensing Agreement	\$0.00
ARCHAMBAULT, JOHN 20665 CALLE DE LA LADERA CORBA LINDA, CA 92887	1001915 - Royalty Agreement, 1001917 - Royalty Agreement, 1001919 - Royalty Agreement, 1001921 - Royalty Agreement, 1002005 - Royalty Agreement, 1002006 - Royalty Agreement, 1002007 - Royalty Agreement, 1002008 - Royalty Agreement, 1002009 - Royalty Agreement, 1002010 - Royalty Agreement	\$0.00
ARKANSAS DEPARTMENT OF EDUCATION 4 STATE CAPITAL MALL LITTLE ROCK, AR 72201-1071	1003523 - Customer Agreement, 1004229 - Customer Agreement, 1004385 - Customer Agreement	\$0.00
ARROYO DEL MINI-WAREHOUSE, INC. 5880 OSUNA RD. NE ALBUQUERQUA, NM 87109	1000092 - Lease: Building and Land, 1000119 - Lease: Building and Land	\$0.00
ARSLAN, IBRAHIM 1873 SOK 41/C D-6 KARSLYAKA, 35600 TURKEY	1001039 - Licensing Agreement	\$54.36
ATLASSIAN PTY LTD 173-185 SUSSEX ST NEW SOUTH WALES SYDNEY, 2000 AUSTRALIA	1002288 - Software Licensing Agreement, 1002289 - Software Licensing Agreement	\$0.00
AUGER, TANYA 8 ABBOTT STREET #1 WELLESLEY, MA 02482	1002093 - Royalty Agreement	\$0.00
AUSTIN, ALISA 16812 ETHELWOOD TERRACE OLNEY, MD 20832	1001042 - Licensing Agreement	\$28.65

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
AUTOMATED PACKAGING SYSTEMS 10175 PHILIPP PARKWAY STREETSBORO, OH 44241	1004258 - Service Contract	\$0.00
BACHMAN, WENDELL 2700 EAGLE ROCK DRIVE ESTES PARK, CO 80517-9710	1001046 - Royalty Agreement	\$0.00
BADER, MARY 28 SCHOOL STREET EXT. NATICK, MA 01760	1002066 - Royalty Agreement, 1002094 - Royalty Agreement	\$0.00
BADGER INSURANCE 4701 SE MARICAMP ROAD OCALA, FL 34480	1002582 - Lease: Building and Land	\$0.00
BAILEK, WENDY 41 KELSEY COURT ALGONQUIN, IL 60102	1001092 - Licensing Agreement	\$83.70
BAILEY, BECCA 1119 RIVER STREET JACKSONVILLE, NC 95503	1001923 - Royalty Agreement	\$0.00
BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS 200 EAST NORTH AVENUE BALTIMORE, MD 21202	1003524 - Customer Agreement, 1004890 - Customer Agreement	\$0.00
BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS 200 EAST NORTH AVENUE ROOM 401 BALTIMORE, MD 21202	1004230 - Customer Agreement, 1004231 - Customer Agreement	\$0.00
BARBARA W. MAKAR & SONS, INC. C/O HOLLAND & KNIGHT LLP 50 NORTH LAURA ST #3900 JACKSONVILLE, FL 32202	1002727 - Royalty Agreement	\$11,396.02
BARNARD, THERESA 6776 SPRING WATER ROAD CONESUS, NY 14435	1001051 - Licensing Agreement	\$294.21

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BARNES & NOBLE BARNESANDNOBLE.COM IIC 76 NINTH AVENUE 9TH FLOOR NEW YORK, NY 10011	1002385 - Distribution Agreement, 1002386 - Banking Service Agreement, 1002391 - Distribution Agreement, 1002583 - Vendor Agreement, 1002584 - Vendor Agreement, 1002635 - Customer Agreement, 1003738 - Customer Agreement, 1003739 - Customer Agreement, 1004747 - Customer Agreement	\$0.00
BARNES, LOIS 71 CURTIS STREET AUBURN, MA 01501	1004696 - Royalty Agreement	\$0.00
BARON BERK, LYNN V. 510 BOUNTY ROAD SURORA, OH 44202	1001774 - Royalty Agreement, 1001775 - Royalty Agreement, 1001776 - Royalty Agreement	\$18.86
BARRIERE, KAREN PO BOX 489 LANESBOROUGH, MA 02137	1002095 - Royalty Agreement	\$0.00
BAUMAN, CHRIS 8950 WEST HUSTIS STREET MILWAUKEE, WI 53224	1001767 - Royalty Agreement, 1001773 - Royalty Agreement, 1001778 - Royalty Agreement, 1001894 - Royalty Agreement	\$0.00
BAUMANN, PATRICK 6890 WILD ROSE TRAIL VIRGINIA, MN 55792-8027	1001052 - Licensing Agreement, 1001053 - Licensing Agreement	\$10.71
BAYNE, SARAH 1 CRAIGIE STREET CAMBRIDGE, MA 02138	1002096 - Royalty Agreement	\$0.00
BAYRD, POLLY 5353 DOMINICK DR. MINNETONKA, MN 55343	1002097 - Royalty Agreement	\$1,411.26
BEHRMANN, MARION 115 LAKE RD. FARMINGTON, ME 04938	1002098 - Royalty Agreement	\$0.00
BEIJING EDUCATIONAL TECHNOLOGY CORPORATION LIMITED RM1309 NO 6 BEIXIAOMACHANG RD HUATIAN MANSION, HAIDIAN DISTRICT BEIJING, 100000 CHINA	1003804 - Confidentiality Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BELL, FRANK 400 WAUGH AVENUE NEW WILMINGTON, PA 16142	1001087 - Licensing Agreement, 1001088 - Royalty Agreement	\$94.28
BELL, SUSAN 17 WASHINGTON VALLEY ROAD WARREN, NJ 07059	1001768 - Royalty Agreement, 1001779 - Royalty Agreement	\$9.01
BELVEDERE SPORTS, INC. P.O. BOX 1301 SOUTHERN PINE, NC 28388	1001086 - Royalty Agreement	\$0.00
BENDER, ROBERT 148 KARNES ROAD STILLWATER, PA 17878	1001924 - Royalty Agreement, 1001925 - Royalty Agreement, 1001926 - Royalty Agreement, 1001927 - Royalty Agreement, 1001928 - Royalty Agreement, 1004492 - Royalty Agreement	\$0.00
BENEFIT ADVANTAGE, INC. 3431 COMMODITY LANE GREEN BAY, WI 54304	1002487 - Employee Benefit Plans	\$0.00
BENNING, JAMES SCOTT 5535 POWERS ROAD ORCHARD PARK, PA 14127	1001089 - Royalty Agreement	\$0.00
BENOLIEL, JENNIFER 1911 116TH AVE NE BELLEVUE, WA 98004	1001090 - Licensing Agreement	\$40.69
BENSON, DOROTHY 542 MAIN STREET SOUTH AMBOY, NJ 08879	1001875 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BERKLEY REGIONAL INSURANCE COMPANY 412 MOUNT KREMBLE AVENUE SUITE 310N MORRISTOWN, NJ 07960	1004909 - Customer Agreement, 1004910 - Customer Agreement, 1004911 - Customer Agreement, 1004912 - Customer Agreement, 1004913 - Customer Agreement, 1004914 - Customer Agreement, 1004915 - Customer Agreement, 1004916 - Customer Agreement, 1004921 - Customer Agreement, 1004922 - Customer Agreement, 1004923 - Customer Agreement, 1004924 - Customer Agreement, 1004925 - Customer Agreement, 1004926 - Customer Agreement, 1004927 - Customer Agreement, 1004928 - Customer Agreement, 1004929 - Customer Agreement, 1004930 - Customer Agreement, 1004931 - Customer Agreement, 1004932 - Customer Agreement, 1004933 - Customer Agreement, 1004934 - Customer Agreement, 1004935 - Customer Agreement, 1004936 - Customer Agreement, 1004940 - Customer Agreement, 1004941 - Customer Agreement, 1004942 - Customer Agreement, 1004944 - Customer Agreement, 1004945 - Customer Agreement, 1004946 - Customer Agreement, 1004947 - Customer Agreement, 1004948 - Customer Agreement, 1004953 - Customer Agreement, 1004954 - Customer Agreement, 1004955 - Customer Agreement, 1004956 - Customer Agreement, 1004960 - Customer Agreement, 1004961 - Customer Agreement, 1004962 - Customer Agreement, 1004963 - Customer Agreement, 1004964 - Customer Agreement, 1004965 - Customer Agreement, 1004967 - Customer Agreement, 1004968 - Customer Agreement, 1004969 - Customer Agreement, 1004970 - Customer Agreement, 1004971 - Customer Agreement, 1004972 - Customer Agreement, 1004973 - Customer Agreement, 1004974 - Customer Agreement, 1004975 - Customer Agreement, 1004976 - Customer Agreement, 1004977 - Customer Agreement, 1004978 - Customer Agreement, 1004980 - Customer Agreement, 1004981 - Customer Agreement, 1004982 - Customer Agreement, 1004984 - Customer Agreement, 1004986 - Customer Agreement, 1004988 - Customer Agreement, 1004992 - Customer Agreement, 1004993 - Customer Agreement, 1004994 - Customer Agreement, 1004995 - Customer Agreement, 1004997 - Customer Agreement, 1004998 - Customer Agreement, 1004999 - Customer Agreement	\$0.00
BERKLEY SURETY GROUP, LLC 412 MOUNT KREMBLE AVENUE SUITE 310N MORRISTOWN, NJ 07960	1003392 - Indemnity Agreement, 1004917 - Customer Agreement, 1004918 - Customer Agreement	\$0.00
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	1001095 - Licensing Agreement, 1001096 - Royalty Agreement, 1001097 - Royalty Agreement, 1001098 - Royalty Agreement, 1001099 - Royalty Agreement, 1001100 - Royalty Agreement, 1001101 - Royalty Agreement, 1001102 - Royalty Agreement, 1001103 - Licensing Agreement, 1001104 - Licensing Agreement, 1001106 - Licensing Agreement, 1001863 - Royalty Agreement	\$455.23

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BERRY, LISA 14716 WALMER ST. OVERLAND PARK, KS 66223	1001091 - Licensing Agreement	\$88.82
BERTIN, PHYLLIS 25 HAIGHTS CROSS ROAD CHAPPAQUA, NY 10514	1002102 - Royalty Agreement	\$4,590.06
BIDDLE, MARIETTA LAING 4324 BORDEAUX DALLAS, TX 75205	1002103 - Royalty Agreement	\$83.80
BIENIOSEK, JAN 4316 HAZY MEADOWN LANE GRAPEVINE, TX 76051	1001777 - Royalty Agreement	\$0.00
BIG EARTH PUBLISHING 3005 CENTER GREEN DRIVE SUITE 220 BOULDER, CO 80301	1003805 - Licensing Agreement	\$0.00
BIGELOW, ALEXANDRA 271 STONEY LEA RD DEDHAM, MA 02026	1005025 - Royalty Agreement, 1005027 - Royalty Agreement, 1005058 - Royalty Agreement, 1005060 - Royalty Agreement	\$209.49
BISCOM INC 321 BILLERICA ROAD CHELMSFORD, MA 01824	1002298 - Service Contract	\$0.00
BLACK ROCK CABLE INC 1512 FAIRVIEW ST BELLINGHAM, WA 98229	1002303 - Service Contract	\$6,896.00
BLAIS, FRANCINE 982, AVENUE CASOT APP. 2 QUEBEC CITY, QC G1S 2Y1 CANADA	1004469 - Independent Contractors, 1004470 - Independent Contractors	\$0.00
BLASKOWSKI-OLSON, VICTORIA 1016 DANIEL DRIVE CHILTON, WI 53014	1001093 - Licensing Agreement	\$7.40
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	1001783 - Royalty Agreement, 1001784 - Royalty Agreement, 1001785 - Royalty Agreement, 1001786 - Royalty Agreement, 1001787 - Royalty Agreement, 1001788 - Royalty Agreement, 1001789 - Royalty Agreement, 1001790 - Royalty Agreement, 1001791 - Royalty Agreement, 1001792 - Royalty Agreement, 1001793 - Royalty Agreement	\$0.72

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BLOOM, FRANCES 2156 WESTMONT COURT LEXINGTON, KY 40513	1002104 - Royalty Agreement, 1005021 - Royalty Agreement	\$2,020.01
BLOUGH, TIM 5541 42ND AVE S MINNEAPOLIS, MN 55417-2260	1001929 - Royalty Agreement, 1001930 - Royalty Agreement, 1001931 - Royalty Agreement, 1001932 - Royalty Agreement, 1001933 - Royalty Agreement, 1001934 - Royalty Agreement	\$0.00
BLUE CROSS BLUE SHIELD ASSOCIATION 225 NORTH MICHIGAN AVENUE CHICAGO, IL 60601-7680	1000875 - Customer Agreement, 1004514 - Insurance Policies, 1004515 - Insurance Policies	\$0.00
BMC SOFTWARE INC. 2101 CITYWEST BLVD HOUSTON, TX 77042-2829	1002304 - Software Licensing Agreement, 1002864 - Service Contract	\$0.00
BOB JONES UNIVERSITY, INC. 1700 WADE HAMPTON BOULEVARD GREENVILLE, SC 29614-0060	1002382 - Software Licensing Agreement	\$0.00
BOLLINGER, RICK AUDIOLOGY SPEECH 1201 N.W. 16TH ST. MIAMI, FL 33125	1001337 - Royalty Agreement	\$0.00
BOMGAR CORPORATION 578 HIGHLAND COLONY PKWY PARAGON CENTRE SUITE 140 RIDGELAND, MS 39157	1002865 - Service Contract	\$0.00
BOOK WISE INC. 26 ARLINGTON STREET CAMBRIDGE, MA 02140	1002663 - Royalty Agreement, 1002718 - Royalty Agreement	\$0.00
BOOKS PHILOMEL 345 HUDSON STREET NEW YORK, NY 10014	1002020 - Royalty Agreement	\$0.00
BOSTON PUBLIC SCHOOLS ATTN DOLORES A. SULLIVAN 26 COURT STREET BOSTON, MA 2108	1003052 - Vendor Agreement, 1003053 - Vendor Agreement, 1003710 - Customer Agreement, 1003711 - Customer Agreement, 1004232 - Customer Agreement, 1004580 - Customer Agreement	\$0.00
BOSU FITNESS, LLC 3434 MIDWAY DRIVE SUITE 2008 SAN DIEGO, CA 92110	1001107 - Licensing Agreement, 1001108 - Licensing Agreement	\$1,254.23

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BOWIE, LORILYNN 2620 NW 69TH TERRACE GAINESVILLE, FL 32606	1001140 - Royalty Agreement, 1001141 - Royalty Agreement	\$0.00
BOX ON DEMAND, LLC 4075 W. COLUMBIA AVENUE BATTLE CREEK, MI 49015	1003664 - Shared Services Agreement, 1003665 - Shared Services Agreement	\$94,835.34
BOYD, SHEREE 12 GRANT PLACE GLEN COVE, NY 11542	1001935 - Royalty Agreement	\$0.00
BRADBURN, CHRISTA 874 WINDSTAR BLVD. FRANKLIN, IN 46131	1001111 - Licensing Agreement	\$54.57
BRANCATO, RON 18 WICKWINE LANE HENRIETTA, NY 14467	1004371 - Royalty Agreement	\$91.06
BRCO CONSTRUCTORS, INC. P.O. BOX 367 5900 KING ROAD LOOMIS, CA 95650	1004398 - Service Contract	\$0.00
BRIDGES, JENNIFER 878 CROOKED TREE LANE MIDLAND, MI 48640	1001115 - Licensing Agreement, 1002822 - Licensing Agreement, 1002943 - Royalty Agreement	\$28.37
BRIGGS, MARY 19 FLORENCE ST. CAMBRIDGE, MA 02139	1002107 - Royalty Agreement	\$0.00
BRIGGS, NOREEN 3560 WEST 99TH STREET EVERGREEN PARK, IL 60642	1001798 - Royalty Agreement, 1001799 - Royalty Agreement	\$33.56
BROUSSARD, KATHY CMR 457 BOX 12 APO, 09033	1001116 - Licensing Agreement, 1001117 - Licensing Agreement, 1001118 - Licensing Agreement, 1001119 - Licensing Agreement, 1001120 - Licensing Agreement, 1003383 - Licensing Agreement	\$1,970.45
BROWARD BUILDERS, INC. 1200 E. KENTUCKY AVENUE WOODLAND, CA 95776	1004399 - Service Contract	\$0.00
BROWN, CLIFFORD 180 BROWN STREET PROVIDENCE, RI 2906	1005198 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BROWN, EDWARD 11422 HARTS ROAD JACKSONVILLE, FL 11542	1001936 - Royalty Agreement	\$0.00
BROWN, REBECCA CURTIS 94 POPLAR COMMONS DUMMERSTON, VT 05301	1001121 - Licensing Agreement	\$33.19
BROWN, TAMMY 3436 CHILHAM PLACE CHARLOTTE, NC 28226	1001953 - Royalty Agreement	\$0.00
BROWNLEEM, KELLY 4 W GARFIELD ST APT 6 SEATTLE, WA 98119-3049	1001940 - Royalty Agreement	\$0.00
BRUNTMYER, JOSEPH 3117 SHARON ST HICKORY, NC 28601	1001122 - Royalty Agreement, 1001123 - Royalty Agreement	\$0.00
BRYANT, PHILIP 26357 COTTON BAYOU RD ORANGE BEACH, AL 36561	1001124 - Royalty Agreement, 1001125 - Royalty Agreement, 1001126 - Royalty Agreement	\$387.30
BUCKLEY, EVELYN 14002 STONE AVE NORTH SEATTLE, WA 98133	1002110 - Royalty Agreement	\$0.00
BURKE, ANITA 347 LIVINGSTON AVENUE NEW BRUNSWICK, NJ 08901	1001127 - Licensing Agreement	\$136.71
BURKE, JOHN 51 HUDSON AVENUE WEST KEANBURG, NJ 07734	1001937 - Royalty Agreement	\$0.00
BURNETT-BROWN, MARY H. 14665 PRESTON RD, APT 102 DALLAS, TX 75254	1005188 - Royalty Agreement	\$0.00
BURRIS, JOHN O. 7625 S.W. CEDARCREST PORTLAND, OR 97223	1001128 - Royalty Agreement	\$0.00
BUSH, JANET S. (TEAM BELTS, LTD.) 15 ORCHARD ROAD CASTLETON, NY 12033	1001129 - Royalty Agreement	\$178.14

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
BUTCHER, ELIZABETH H. 13801 YORK ROAD, APT N12 COCKEYSVILLE, MD 21030	1002111 - Royalty Agreement	\$0.00
BUXTON, JULIE M. LES HAUTS DE BAILLY 40 ALLEE DE TILLET BAILLY, 788870 FRANCE	1001801 - Royalty Agreement, 1001900 - Royalty Agreement	\$0.00
BYWATERS, DOROTHY M. 7044 TURTLE CREEK DALLAS, TX 75205	1002112 - Royalty Agreement	\$155.24
C.T. BRAYTON AND SONS P.O. BOX 95 1804 JACKSON ESCALON, CA 95320	1004408 - Service Contract, 1004409 - Service Contract, 1004410 - Service Contract, 1004411 - Service Contract	\$0.00
CAGAN, FERN 16 RAMSGATE CRANFORD, NJ 07016	1001876 - Royalty Agreement	\$0.00
CAIN, JIM, PHD 468 SALMON CREEK ROAD BROCKPORT, NY 14420	1001186 - Royalty Agreement	\$40.99
CALABRESE, DEBORAH 15 LINDA LANE GREENBROOK, NJ 08812	1001890 - Royalty Agreement, 1001913 - Royalty Agreement	\$1.08
CALCAGNO, FRED 109 W COMMERCIAL ST EAST ROCHESTER, NY 14445	1000342 - Lease: Building and Land, 1002023 - Lease: Building and Land, 1004687 - Lease: Building and Land	\$0.00
CALHOUN, GLYN M. PO BOX 155 CENTERVILLE, AL 35042	1001870 - Royalty Agreement	\$217.39
CALIFORNIA STORAGE CENTERS 5480 W. STOCKTON BLVD. ELK GROVE, CA 95758	1002592 - Storage Agreement	\$0.00
CALUMET VILLAGE PARTNERS, LLP 338 W. COLLEGE AVE APPLETON, WI 54911	1002024 - Lease: Building and Land, 1003321 - Lease: Building and Land, 1003322 - Lease: Building and Land, 1003325 - Lease: Building and Land	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
CAPEHART, GAIL 5097 AINTREE COURT ROCHESTER, MI 48306	1001183 - Royalty Agreement	\$0.00
CARAMBOLA GROUP, INC 527 BROADWAY AVE. ORLANDO, FL 32803	1005098 - Service Contract	\$0.00
CARDIEL, PATRICE 7027 EAST 53RD STREET TULSA, OK 74145	1005030 - Royalty Agreement, 1005032 - Royalty Agreement, 1005053 - Royalty Agreement, 1005066 - Royalty Agreement	\$7,280.48
CARGO ZONE LLC 6200 NORTH 16TH STREET OMAHA, NE 68110	1005074 - Service Contract	\$7,427.62
CARL DIMANNO, AEROACTION 3 CASTLE GREEN SUITE 12 MARSHFIELD, MD 02050	1000894 - Guarantees	\$387.03
CARLISLE, JOANNE 208 ORCHARD HILLS DR. ANN ARBOR, MI 48104	1002113 - Royalty Agreement	\$998.36
CARLSON, BOYD 16706-206TH CIRCLE HUTCHINSON, MN 55350	1001185 - Royalty Agreement	\$51.66
CAROLYN HENDERSON 27 BROOK ST. BROOKLINE, MA 02445	1002693 - Royalty Agreement	\$0.00
CARROLL, LUCY SANDY POND ROAD LINCOLN, MA 01773	1002114 - Royalty Agreement	\$0.00
CARSON DELLOSA PUBLISHING P.O. BOX 35665 GREENSBORO, NC 27425-5665	1002176 - vendor agreement, 1002850 - Finance Agreement, 1002853 - Finance Agreement, 1002855 - Finance Agreement, 1002858 - Finance Agreement, 1002860 - Finance Agreement, 1002863 - Finance Agreement, 1003546 - Sales Contract/Trade Agreement, 1003547 - Sales Contract/Trade Agreement, 1003548 - Sales Contract/Trade Agreement, 1003549 - Sales Contract/Trade Agreement, 1003550 - Sales Contract/Trade Agreement	\$0.00
CASSADY, AARON 712 ORCHARD STREET MARIETTA, OH 45750	1001049 - Royalty Agreement	\$30.10

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
CATALYST SPORTS 8780 SHOREHAM DRIVE SUITE 411 WEST HOLLYWOOD, CA 90069	1001184 - Royalty Agreement	\$914.00
CENTER FOR CREATIVE PLAY (INGRID M. KAPICS OTL/L) 1400 S. BRADDOCK PITTSBURGH, PA 15218	1001187 - Royalty Agreement	\$0.00
CERAMIC SUPPLY, INC. 7 ROUTE 46 WEST LODI, NJ 07644	1000130 - Vendor Agreement, 1002525 - Vendor Agreement	\$1,799.60
CESA 6 2300 STATE ROAD 44 OSHKOSH, WI 54904	1002187 - Service Contract	\$0.00
CHALL, JEANNE S. MIRIAM WARMBRAND 63-60 98TH STREET, APT #F3 REGO PARK, NY 11374	1002116 - Royalty Agreement	\$0.00
CHILDS, NORMA F. 11552 SE 32ND AVE. MILWAUKIE, OR 97222	1002105 - Royalty Agreement, 1002106 - Royalty Agreement, 1002117 - Royalty Agreement, 1002118 - Royalty Agreement	\$0.00
CHINNICI, GINGER 2606 ESPERANZA AVE. TAMPA, FL 33629	1001939 - Royalty Agreement	\$0.00
CHRISTENSEN, MYLES 571 DOVER COURT READING, PA 19606	1001189 - Royalty Agreement	\$0.00
CISCO SYSTEMS CAPITAL CORPORATION 170 WEST TASMAN DRIVE SAN JOSE, CA 95134	1003356 - Professional Service Contract (& Temps), 1003357 - Professional Service Contract (& Temps)	\$0.00
CITRIX SYSTEMS, INC. 851 WEST CYPRESS CREEK ROAD FORT LAUDERDALE, FL 33309	1003358 - Professional Service Contract (& Temps)	\$0.00
CITY OF LAWRENCE 255 ESSEX ST. LAWRENCE, MA 1840	1004778 - Customer Agreement	\$0.00

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
CITY OF LOWELL 375 MERRIMACK STREET LOWELL, MA 1852	1004234 - Customer Agreement	\$0.00
CITY OF SALINA DEPARATMENT OF FINANCE AND ADMINISTRATION OFFICE OF CITY CLERK 300 WEST ASH STREET, SUITE 206 PO BOX 736 SALINA, KS 67402-0736	1004446 - Service Contract	\$0.00
CITY OF SOMERVILLE 93 HIGHLAND AVENUE SOMERVILLE, MA 02143	1005093 - Customer Agreement	\$0.00
CITY OF SPRINGFIELD OFFICE OF PROCUREMENT 36 COURT STREET ROOM 405 SPRINGFIELD, MA 1103	1004773 - Customer Agreement	\$0.00
CLARK, CAROL 60 SANTA ANA AVENUE SAN FRANCISCO, CA 94127	1002120 - Royalty Agreement	\$0.00
CLARK, CHRISTINE 22904 CIVIC CIRCLE SMITHSBURG, MD 21783	1001190 - Royalty Agreement	\$5.60
CLARK, HENRY 228 TIMBER LANE STOCKBRIDGE, GA 30281	1001191 - Royalty Agreement	\$21.15
CLARK-EDMANDS, SHEILA 8 IVY COURT KENNEBUNK, ME 04043	1002153 - Employment Agreement, 1005327 - Addendum	\$23,953.53
CLINTON INDUSTRIES, INC. 1140 EDISON STREET YORK, PA 17403	1000139 - Vendor Agreement, 1002549 - Vendor Agreement	\$697.97
CLOUGHERTY, MELINDA 8 SHEPARD COURT SHARON, MA 02067	1001192 - Royalty Agreement	\$9.80
COATES, DEBORAH 1288 WOODS ROAD NICHOLASVILLE, KY 40356	1005064 - Royalty Agreement	\$100.70

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
COBB COUNTY SCHOOL DISTRICT 6975 COBB INTERNATIONAL BLVD KENNESAW, GA 30152	1003712 - Customer Agreement	\$0.00
COGNOS CORPORATION 15 WAYSIDE ROAD BURLINGTON, MA 01893	1003359 - Professional Service Contract (& Temps), 1003360 - Professional Service Contract (& Temps)	\$0.00
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	1001341 - Royalty Agreement, 1001872 - Royalty Agreement, 1001988 - Royalty Agreement, 1001989 - Royalty Agreement, 1002458 - Royalty Agreement, 1002459 - Royalty Agreement, 1002460 - Royalty Agreement, 1002461 - Royalty Agreement, 1002462 - Royalty Agreement	\$0.00
COLON, RAUL 194 3RD AVENUE 3RD FLOOR NEW YORK, NY 10003	1001943 - Royalty Agreement	\$0.00
COLVIN, VONNIE 3381 COLONNADE DRIVE LEXINGTON, KY 40506-0219	1001195 - Royalty Agreement	\$0.00
COMMAIR/BALCO 80 HAWES WAY STOUGHTON, MA 02072	1002388 - Maintenance: Equipment	\$0.00
COMPREHENSIVE EDUCATION RESOURCES TECHNOLOGY AMD SUPPORT(CERTS),LLC 5625 RIDGETOP DRIVE GAINESVILLE, GA 30504	1002163 - Independent Contractors	\$0.00
COMPTON, CAROL 178 LINCOLN STREET HUDSON, MA 01749	1002122 - Royalty Agreement	\$0.00
CONDUSIV 7590 NORTH GLENOAKS BOULEVARD BURBANK, CA 91504-1-52	1003361 - Professional Service Contract (& Temps)	\$0.00
CONGDON, J. L. 1036 MERLINE DRIVE NISKAYUNA, NY 12309	1001197 - Royalty Agreement	\$5.36
CONNECTSHIP, INC. 8282 S. MEMORIAL SUITE 400 TULSA, OK 74133	1004029 - Professional Service Contract (& Temps), 1004030 - Professional Service Contract (& Temps)	\$2,663.01

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
CONRAD, MARY FARMER (MAJORDESIGN) 92 FOREST GLEN COURT TERRE HAUTE, IN 47802	1001198 - Royalty Agreement	\$0.00
CONWAY U STORAGE 2824 PRINCE STREET CONWAY, AR 72034	1002903 - Lease: Building and Land	\$0.00
COOPER, GARY J. 1965 VERNIER ROAD GROSSE POINTE WOODS, MI 48236	1001873 - Royalty Agreement	\$0.00
COOPER, MARY 17 PEARSE ROAD SWANSEN, MA 02777	1001199 - Royalty Agreement	\$0.00
COOPER, STEPHANIE 100 JANE STREET 2H NEW YORK, NY 10014	1001970 - Royalty Agreement	\$0.00
COOSEMAN, MATTHEW 31 ASHERTON DRIVE SAINT PETER, MO 63376	1001200 - Royalty Agreement	\$174.59
COREPOLE, INC 2644 HENRY COURT BELVIDERE, IL 61008	1001254 - Licensing Agreement	\$0.00
COX, AYLETT R. 4577 RHEIMS DALLAS, TX 75205	1002123 - Royalty Agreement; 1005328 -	\$808.09
CPF SAN FERNANDO, LLC ATTN DIRECTOR/OFFICER 635 8TH STREET SAN FERNANDO, CA 91340	1002168 - Lease: Building and Land, 1002169 - Lease: Building and Land	\$0.00
CREATIVE TEACHING PRESS 15362 GRAHAM STREET HUNTINGTON BEACH, CA 92649-1111	1000112 - Vendor Agreement, 1001944 - Royalty Agreement, 1003290 - Vendor Agreement	\$21,281.25
CRICNASH-NH TRUST ATTN DIRECTOR/OFFICER ONE EXETER PLAZA 11TH FLOOR BOSTON, MA 02116	1001585 - Lease: Building and Land	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
CRONE, CATHLEEN P.O BOX 3212 SANTA MONICA, CA 90408	1001203 - Royalty Agreement	\$0.00
CROUCH, JOY 304 LARK LANE ELUSS, TX 76039	1002124 - Royalty Agreement, 1002125 - Royalty Agreement	\$0.00
CSL ASSOCIATES, INC. 744 SAN ANTONIO RD. PALO ALTO, CA 94303	1002394 - Distribution Agreement	\$0.00
CULTURAL SURVIVAL 215 PROSPECT STREET CAMBRIDGE, MA 02139	1002126 - Royalty Agreement	\$0.00
CULTURE MEDIA & SUPPLIES, INC. 118 D KIRKLAND CIRCLE OSWEGO, IL 60543	1003014 - Vendor Agreement, 1003070 - Vendor Agreement	\$673.95
CUNNINGHAM, MARY M. 805 MISTY GLEN DESOTO, TX 75115	1005190 - Royalty Agreement	\$0.00
CURRICULAWORKS, INC. 118 WINSLOW STREET REDWOOD CITY, CA 94063	1002387 - Software Licensing Agreement	\$0.00
CURRICULUM CONCEPTS INTERNATIONAL 80 FIFTH AVENUE NEW YORK, NY 10011	1004458 - Licensing Agreement	\$0.00
CVENT 8180 GREENSBORO DRIVE SUITE 450 MCLEAN, VA 22102	1002389 - IT Contract	\$0.00
CYNTHIA A. BARNHART DBA BARNHART BOOKS CLARENCE L. BARNHART INC. ONE STONE PLACE BRONXVILLE, NY 10708	1005024 - Royalty Agreement	\$701.92
CYNTHIA STOWE 86 EAST TAYLOR HILL ROAD MONTAGUE, MA 01351	1002070 - Royalty Agreement	\$0.00
DAMATO, ELLEN 138 WALTHERY AVENUE RIDGEWOOD, NJ 07450	1001769 - Royalty Agreement, 1001780 - Royalty Agreement, 1001874 - Royalty Agreement, 1002000 - Royalty Agreement, 1002455 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
DAN HOLZMAN 1900 16TH STREET WEST LINN, OR 97068	1001208 - Royalty Agreement, 1001210 - Royalty Agreement	\$0.00
DANNEMAN, CARMELLE 2016 LAKESPRINGS WAY ATLANTA, GA 30338	1001258 - Licensing Agreement, 1001259 - Licensing Agreement, 1001260 - Licensing Agreement, 1001261 - Licensing Agreement, 1001262 - Licensing Agreement	\$764.11
DANNEMAN, LEV 2016 LAKESPRINGS WAY ATLANTA, GA 30338	1001257 - Licensing Agreement	\$6,681.39
DATALINK 8170 UPLAND CIRCLE CHANHASSEN, MN 55317	1004032 - Professional Service Contract (& Temps)	\$0.00
DAVIS & NEWCOMER ELEVATOR CO. 17492 S.R. 12 WEST PO BOX 187 ARCADI, OH 44804	1004321 - Service Contract	\$125.00
DAVIS, BETH 47 CHATHAM ROAD NEWTON HIGHLANDS, MA 02461	1005006 - Royalty Agreement	\$2.09
DAVIS, CHRISTINE D. 8700 JENNINGS RD EDEN, NY 14057	1001263 - Royalty Agreement, 1003301 - Royalty Agreement	\$31.63
DAVIS, LISA 38 SAYLES AVENUE PAWTUCKET, RI 02860	1001264 - Licensing Agreement	\$67.07
DAVIS, NELL 1634 LIBERTY COURT TURLOCK, CA 95382-6708	1001265 - Licensing Agreement	\$45.28
DAW, RAY P. O. BOX 55 TONALEA, AZ 86044-0055	1001266 - Royalty Agreement	\$3.68
DEKOVEN, BERNIE 223 AVENUE G REDONDO BEACH, CA 90277	1001267 - Licensing Agreement,	\$385.87

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
DELL CANADA INC. 155 GORDON BAKER ROAD SUITE 501 NORTH YORK, ON M2H 3N5 CANADA	1004033 - Professional Service Contract (& Temps), 1004034 - Professional Service Contract (& Temps), 1004035 - Professional Service Contract (& Temps), 1004036 - Professional Service Contract (& Temps), 1004038 - Professional Service Contract (& Temps)	\$0.00
DELTA EDUCATION, INC. P.O. BOX 3000 NASHUA, NH 03061-3000	1001586 - Lease: Building and Land, 1004020 - Lease: Building and Land	\$0.00
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	1001356 - Royalty Agreement, 1001357 - Royalty Agreement, 1001358 - Royalty Agreement, 1001359 - Royalty Agreement, 1001360 - Royalty Agreement, 1001361 - Royalty Agreement, 1001362 - Royalty Agreement, 1001363 - Royalty Agreement, 1001364 - Royalty Agreement, 1001365 - Royalty Agreement	\$0.00
DIETRICH LEIS STOCK PHOTOGRAPHY 23623 NORTH SCOTTSDALE ROAD SUITE D3-262 SCOTTSDALE, AZ 85255	1003806 - Licensing Agreement	\$0.00
DILLON, LORI 4200 NORTH 82ND ST SUITE 1007 SCOTTSDALE, AZ 85251	1001268 - Licensing Agreement, 1001269 - Licensing Agreement, 1001270 - Licensing Agreement, 1001271 - Licensing Agreement, 1001273 - Licensing Agreement, 1001274 - Licensing Agreement, 1001275 - Licensing Agreement, 1001276 - Licensing Agreement, 1001277 - Licensing Agreement, 1001278 - Licensing Agreement, 1001279 - Licensing Agreement, 1001280 - Licensing Agreement, 1001281 - Licensing Agreement, 1001282 - Licensing Agreement, 1001290 - Licensing Agreement, 1001292 - Licensing Agreement	\$2,570.46
DIRECT ENERGY SERVICES, LLC 12 GREENWAY PLAZA SUITE 600 HOUSTON, TX 77046	1004322 - Service Contract	\$0.00
DODGE, JENNIFER 112 NORTH 29TH STREET RICHMOND, VA 23223	1000897 - Licensing Agreement	\$0.00
DOLAN, DIANE S. PO BOX 512 ROSEBUD, TX 76570	1005191 - Royalty Agreement	\$0.00
DONOVAN, JEANNIE 83 BRADFORD ROAD WATERTOWN, MA 02172	1002130 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
DOUGHERTY, MICHAEL 185 WATERMAN STREET MARIETTA, GA 30060	1000899 - Royalty Agreement	\$0.00
DOUGLAS STEWART COMPANY 2402 ADVANCE ROAD MADISON, WI 53718	1000414 - Vendor Agreement, 1001519 - Vendor Agreement, 1002922 - Vendor Agreement, 1003620 - Vendor Agreement	\$957.30
DOWNES, MILDRED G. 33 LEXINGTON AVENUE CAMBRIDGE, MA 02138	1002132 - Royalty Agreement	\$0.00
DR INSTRUMENTS, INC. 8630 S. 77TH AVE. BRIDGEVIEW, IL 60455	1003017 - Vendor Agreement, 1003866 - Vendor Agreement	\$748.80
DRAPER, ALISON 1836 LOS ALTOS DRIVE SAN MATEO, CA 94402	1002133 - Royalty Agreement	\$0.00
DRESSLER, CHERYL 75 WESTMINSTER AVE ARLINGTON, MA 02474	1005007 - Royalty Agreement	\$5,130.00
DUBARD, DR. N. ETOILE UNIVERSITY OF SOUTHERN MISSISSIPPI BOX 10035 HATTIESBERG, MS 39406-0035	1002134 - Royalty Agreement	\$0.00
DUCKETT, BARBARE 761 SAMOA CRESTWOOD, MO 63126	1001881 - Royalty Agreement, 1001883 - Royalty Agreement	\$0.00
DUFFY, JOAN 185 FLORENCE AVE. ARLINGTON, MA 02174	1002135 - Royalty Agreement	\$0.00
DUKANE CORPORATION 2900 DUKANE DRIVE ST. CHARLES, IL 60174	1000075 - Vendor Agreement, 1000387 - Vendor Agreement, 1003210 - Vendor Agreement	\$1,160.00
DUN AND BRADSTREET INC. 103 JFK PARKWAY SHORT HILLS, NJ 07078	1004378 - Service Contract	\$2,493.80
Dupe of Sort 30163 AT&T 0 #3A258, 0 BEDMINSTER	1002291 - Service Contract, 1002292 - Service Contract	\$4,891.82

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
Dupe of Sort 30163 AT&T 0 #3A258, 0 BEDMINSTER	1003351 - Professional Service Contract (& Temps)	\$38,889.76
DYE-NAMIC MOVEMENT PRODUCTS 416 DALEY ST. UNIT D EDMOND, WA 98020	1000070 - Vendor Agreement	\$7,316.17
DYNA LYNC 3390 SOUTH SERVICE ROAD BURLINGTON, ON L7L 3J5 CANADA	1004039 - Professional Service Contract (& Temps)	\$0.00
DZEWALTOWSKI REVILLE, JULIE 36 LYMAN AVENUE BURLINGTON, VT 05401	1001373 - Royalty Agreement	\$0.00
EAST BATON ROUGE PARISH SCHOOL SYSTEM 1050 SOUTH FOSTER DRIVE BATON ROUGE, LA 70806	1004834 - Customer Agreement	\$0.00
EBERHART, TERESA 1515 SARATOGA ROAD PUEBLO, CO 81001	1000905 - Licensing Agreement, 1003212 - Licensing Agreement	\$82.42
EDUCATION ASSOCIATES 2017 MORRIS AVENUE BIRMINGHAM, AL 35203	1002402 - Software Licensing Agreement	\$0.00
EDUCATION DEVELOPMENT CENTER, INC. CHRISTINE FILOSA, DIRECTOR AND SENIOR ATTORNEY 43 FOUNDRY AVENUE WALTHAM, MA 2453	1004338 - Service Contract, 1004340 - Service Contract, 1004341 - licensing agreement, 1004342 - Trademark or IP Agreement	\$0.00
EDUCATIONAL IMAGES LTD. (EI) P.O. BOX 3456 WESTSIDE STATION ELMIRA, NY 14905	1004028 - Trademark or IP Agreement	\$0.00
EDUCATIONAL PUBLISHERS, LLP EDINBURGH GATE ESSEX HARLOW, CM20 2JE UNITED KINGDOM	1003802 - Licensing Agreement, 1003803 - Licensing Agreement, 1004569 - Licensing Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
EDUCATORS BOOK DEPOSITORY OF ARKANSAS, INC 6700 SLOANE DR. LITTLE ROCK, AK 72206	1004726 - Distribution Agreement	\$0.00
EDWARDS, BEVERLY CHENEY DEVILLI CLIFF #4 633 4TH AVE SALT LAKE CITY, UT 84103	1002655 - Royalty Agreement	\$0.00
EGGER PUBLISHING P.O. BOX 12248 SCOTTSDALE, AZ 85267	1005035 - Royalty Agreement, 1005036 - Royalty Agreement, 1005037 - Royalty Agreement	\$1.52
EINSTEIN, CAROL 400 EAST 52ND STREET, APT 6A NEW YORK, NY 10022	1002656 - Royalty Agreement	\$543.75
EINSTRUCTION CORP. 1330 TEASLEY LN DENTON, TX 76205-7946	1004734 - Software Licensing Agreement, 1004735 - Software Licensing Agreement	\$0.00
ELECTRONICS FOR IMAGING (EFI) 1340 CORPORATE CENTER CURVE EAGAN, MN 55121	1004040 - Professional Service Contract (& Temps)	\$3,172.33
ELMO, WENDY J. 141 DUNHAM PACE WOODBIDGE, NJ 07095	1001349 - Royalty Agreement, 1001886 - Royalty Agreement, 1001909 - Royalty Agreement, 1002456 - Royalty Agreement	\$2.67
EMC CORPORATION 176 SOUTH STREET HOPKINTON, MA 01748	1004041 - Professional Service Contract (& Temps), 1004042 - Professional Service Contract (& Temps), 1004043 - Professional Service Contract (& Temps), 1004044 - Professional Service Contract (& Temps), 1004045 - Professional Service Contract (& Temps), 1004046 - Professional Service Contract (& Temps), 1004047 - Professional Service Contract (& Temps)	\$0.00
EMERSON NETWORK POWER C/O LIEBERT GLOBAL SERVICES 610 EXECUTIVE CAMPUS DRIVE WESTERVILLE, OH 43082	1003508 - Purchase Contract / Purchase Order	\$0.00
EMLER, RUTH 175 CEDAR DRIVE MASSAPEQUA, NY 11758	1005034 - Royalty Agreement	\$140.20

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ENCYCLOPEDIA BRITANNICA EDUCATIONAL CORPORATION 310 SOUTH MICHIGAN AVENUE CHICAGO, IL 60604	1004178 - Royalty Agreement	\$0.00
ENERNOC, INC. 101 FEDERAL ST. SUITE 1100 BOSTON, MA 02110	1003667 - Service Contract	\$0.00
ENNER, DAVE ENNER BROTHERS PARTNERSHIP 1486 ELECTRIC AVENUE BELLINGHAM, WA 98226	1004467 - Lease: Building and Land	\$0.00
ENRICO TACCONI, INVENTOR VIA CANABURO NO. 133 LA SPEZIA SARZANA, 19038 ITALY	1001708 - Licensing Agreement	\$36.73
ENTRUST, INC. ACCOUNTS RECEIVABLE P.O. BOX 972894 DALLAS, TX 75397-2894	1004049 - Professional Service Contract (& Temps)	\$633.68
EOS ACQUISITION I, LLC 625 MOUNT AUBURN STREET, L.L.C. CAMBRIDGE, MA 02138	1002397 - Lease: Building and Land, 1003235 - Lease: Building and Land, 1002058 - Lease: Building and Land	\$0.00
ERGOPEDIA C/O DR. THOMAS C. HSU 283 SALEM ST. ANDOVER, MA 01810	1003849 - Software Licensing Agreement, 1003850 - Software Licensing Agreement, 1003851 - Software Licensing Agreement, 1003686 - Licensing Agreement, 1004319 - Independent Contractors, 1004736 - Trademark or IP Agreement	\$0.00
ERICKSON, MARY ANN 19 CAMPBELL ROAD MIDDLETON, MA 01949	1004316 - Independent Contractors	\$0.00
ERIKSON, JUDITH 5758 SE QUIET MEADOWS DR. MILWAUKIE, OR 97267	1002657 - Royalty Agreement, 1002658 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ERLANDSON, DEBORAH 463 NORTH ETON #D8 BIRMINGHAM, MI 48009	1000910 - Licensing Agreement	\$6.65
ERVIN, JANE 3604 FULTON ST. NW WASHINGTON, DC 20007	1002659 - Royalty Agreement	\$4,281.05
ERWIN, PAUL NEURO EDUCATIONAL ASSOCIATION, INC 511 TILTON ROAD MAINLAND PROFESSIONAL PLAZA NORTFIELD, NJ 08225	1002660 - Royalty Agreement	\$0.00
ESTATE OF BARBARA ANN SCHMIDT 261 HARTNELL PLACE SACRAMENTO, CA 95825	1005008 - Royalty Agreement	\$1.52
ESTES, PATRICIA P.O. BOX 506 OSSIPPEE, NH 03864	1001892 - Royalty Agreement	\$0.00
EUROPEAN SPORTS MERCHANDISING BV ESM MEYERWEG 89 NETHERLANDS	1000911 - Royalty Agreement	\$0.00
EVANS, DAVID 4932 NORTH KARLOV CHICAGO, IL 60630	1000912 - Licensing Agreement	\$7.27
EXPERIAN INFORMATION SOLUTIONS DIVISION 475 ANTON BOULEVARD COSTA MESA, CA 92626	1004379 - Shared Services Agreement	\$4,000.00
EXTENSIS INC 1800 SW FIRST AVENUE SUITE 500 PORTLAND, OR 97201	1002878 - Software Licensing Agreement, 1002879 - Software Licensing Agreement, 1004050 - Professional Service Contract (& Temps), 1004051 - Purchase Contract / Purchase Order	\$0.00
F&H CONSTRUCTION P.O. BOX 2329 (95241) 1115 EAST LOCKEFORD STREET LODI, CA 95240	1004412 - Service Contract, 1004413 - Service Contract	\$0.00

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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
FAIRFAX COUNTY PUBLIC SCHOOLS 8115 GATEHOUSE ROAD SUITE 4400 FALLS CHURCH, VA 22042	1003525 - Customer Agreement	\$0.00
FAQTORY 555 PLINQUET ST WINNIPEG, MB R2J 0G2 CANADA	1004468 - Contract	\$67,680.00
FAYETTE COUNTY PUBLIC SCHOOL 701 E MAIN ST LEXINGTON, KY 40502	1005083 - Customer Agreement	\$0.00
FEDERAL STREET PRESS, A DIVISION OF MERRIAM-WEBSTER 47 FEDERAL STREET SPRINGFIELD, MA 01102	1000041 - Vendor Agreement, 1000048 - Vendor Agreement, 1003089 - Vendor Agreement	\$277.40
FEHLING, ROBERTA HILL 2306 BIRNAM WOODS TERRACE MIDLOTHIAN, VA 23112	1001893 - Royalty Agreement	\$0.00
FIBERCLOUD 2001 6TH AVE SUITE 1919 SEATTLE, WA 98121	1004054 - Professional Service Contract (& Temps), 1004056 - Professional Service Contract (& Temps)	\$0.00
FIBERCLOUD 2001 6TH AVE SUITE 1919 SEATTLE, WA 98121	1004053 - OutsideServices	\$6,631.57
FIFER, NORMA 600 SAND HILL ROAD, APT 212H PALO ALTO, CA 94304	1002080 - Royalty Agreement, 1002662 - Royalty Agreement	\$4,173.09
FINDEL EDUCATION LTD JEFF BURN, DAVIES SPORTS FINDEL HOUSE, ASHBY BUSINESS PARK ASHBY DE LA ZOUCH LEICESTERSHIRE, LE65 1NG UNITED KINGDOM	1000576 - Licensing Agreement, 1000577 - Licensing Agreement, 1000578 - Licensing Agreement, 1000579 - Licensing Agreement	\$38.59
FINNIGAN III, OLIVER D. 4030 UNION BAY CIRCLE SEATTLE, WA 98105	1002453 - Royalty Agreement, 1001803 - Royalty Agreement, 1001804 - Royalty Agreement,	\$2,497.14

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
FINNIGAN III, OLIVER D. 604 FRONT STREET KISSIMMEE, FL 34747	1001803 - Royalty Agreement, 1001804 - Royalty Agreement, 1001805 - Purchase Contract / Purchase Order, 1001808 - Purchase Contract / Purchase Order, 1001809 - Purchase Contract / Purchase Order, 1001810 - Purchase Contract / Purchase Order, 1001811 - Employment Agreement, 1002442 - Royalty Agreement, 1002443 - Stock Purchase Option Contract, 1002444 - Royalty Agreement, 1002447 - Royalty Agreement, 1002450 - , 1002451 - , 1002453 - Royalty Agreement	\$0.00
FIRST HAND LEARNING 2495 MAIN STREET SUITE 559 BUFFALO, NY 14214	1004683 - Royalty Agreement	\$35.57
FISHMAN, SYLVIA 8974 N. SENECA RD. MILWAUKEE, WI 53217	1001895 - Royalty Agreement	\$0.00
FITZPATRICK, ROBERT 25 KERRY CRAIG CIRCLE NORTHBOROUGH, MD 15232	1000913 - Licensing Agreement	\$108.46
FLATLEY, KATHLEEN 125 OWENO ROAD MAHWAH, NJ 07430-1940	1000914 - Licensing Agreement, 1000915 - Licensing Agreement, 1000916 - Licensing Agreement	\$19.39
FLEMING, SUSAN J. 1924 DODGE CIRCLE SITKA, AK 99835	1000918 - Royalty Agreement	\$0.00
FLEXERA SOFTWARE 1000 E. WOODFIELD RD. SUITE 400 SCHAUMBERG, IL 60173	1004059 - Professional Service Contract (& Temps)	\$0.00
FLOWERS, NANCY 124 JANE DRIVE WOODSIDE, CA 94062	1002664 - Royalty Agreement	\$4,018.99
FOGLE, DAN 1900 16TH STREET W. LINN, OR 97068	1001207 - Royalty Agreement, 1001209 - Royalty Agreement, 1001211 - Royalty Agreement	\$0.00
FOLK, JANE P.O. BOX 32 SEAL ROCK, OR 97376	1001896 - Royalty Agreement	\$0.00

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
FOLK, MARILYN JANE P.O. BOX 32 SEAL ROCK, OR 97376	1001897 - Royalty Agreement	\$2.36
FORBES, CELESTE 87 CHURCH STREET WESTON, MA 02493	1002665 - Royalty Agreement	\$0.00
FORRESTER RESEARCH 60 ACORN PARK DRIVE CAMBRIDGE, MA 02140	1004060 - Purchase Contract / Purchase Order	\$0.00
FRANCIS, MARGARET #86 10620 NO. 4 ROAD RICHMOND, BC V7A 2Z7 CANADA	1001213 - Royalty Agreement, 1001898 - Royalty Agreement	\$121.82
FRANKLIN COVEY COMPANY 2200 WEST PARKWAY BLVD. SALT LAKE CITY, UT 84119	1003037 - Vendor Agreement, 1003038 - Vendor Agreement, 1003039 - Vendor Agreement, 1003079 - Licensing Agreement, 1003193 - Service Contract, 1004442 - Service Contract, 1004471 - Service Contract, 1004472 - Service Contract, 1004473 - Service Contract, 1004474 - Service Contract, 1004475 - Licensing Agreement, 1004593 - Licensing Agreement, 1004594 - Service Contract, 1004595 - Service Contract	\$0.00
FRANKLIN ESCHER (ALFRED ESCHER) 27 BRUCKEN FENN CT. WOODLAND, TX 77380	1002661 - Royalty Agreement	\$394.87
FRANKS, DON 2900 GINN BROOKE LN KNOXVILLE, TN 37920	1001214 - Royalty Agreement	\$105.88
FRANZOI & FRANZOI, S.C. 514 RACINE STREET MENASHA, WI 54952	1000654 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.)	\$0.00
FRAZER, BETHANY A. 877 WILLIAMSBURG COURT ASHLAND, OH 44805	1002296 - Professional Service Contract (& Temps)	\$0.00
FRIESKE, ROBERT 14951 SE EL RANCHO MILWAUKIE, OR 97267	1002666 - Royalty Agreement, 1002667 - Royalty Agreement	\$0.00
FROST, LINDA 1111 N. 5TH ST APT 7 BURLINGTON, IA 52601-4810	1004181 - Royalty Agreement, 1004183 - Royalty Agreement, 1004185 - Royalty Agreement, 1004188 - Royalty Agreement, 1004190 - Royalty Agreement, 1004192 - Royalty Agreement, 1004194 - Royalty Agreement, 1004653 - Licensing Agreement, 1004655 - Royalty Agreement, 1004657 - Royalty Agreement	\$166.13

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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
FSCREATIONS, INC. 621 MEHRING WAY SUITE 228 CINCINNATI, OH 45202	1004318 - Software Licensing Agreement	\$0.00
FUJIFILM TECHNICAL SOLUTIONS & SUPPORT 850 CENTRAL AVENUE HANOVER PARK, IL 60133	1004476 - Purchase Contract / Purchase Order, 1004660 - IT Contract, 1004661 - IT Contract, 1004662 - IT Contract, 1004663 - IT Contract, 1004664 - IT Contract	\$0.00
FULLER, TY 1165 SPALDING DRIVE ATLANTA, GA 30350	1001215 - Royalty Agreement	\$0.00
GABRIEL, ELIZABETH A. 3 ALICIA COURT WEST NYACK, NY 10994	1001218 - Royalty Agreement	\$0.00
GANN, MARJORIE PO BOX 666 SACKVILLE, NB E0A 3C0 CANADA	1002668 - Royalty Agreement	\$0.00
GARNIER, DR. DARREN 78 BEACON STREET MELROSE, MA 02176	1004776 - Software Licensing Agreement	\$0.00
GARRISON, JO LYNN P.O. BOX 1116 MCCALL, IN 83638	1001219 - Royalty Agreement	\$5.78
GARVER, FRED GARBO P.O. BOX 514 NORWAY, MN 4268	1001135 - Royalty Agreement	\$305.62
GATTO, LYNN VISITING FACULTY AND EXECUTIVE DIRECTION OF HORIZONS AT WARNER UNIVERSITY OF ROCHESTER, LECHASE HALL 44 500 WILSON BLVD ROCHESTER, NY 14627	1004684 - Royalty Agreement	\$742.70
GEIGER, MARY M. 95 FAIR STREET GUILFORD, CT 06437	1002669 - Royalty Agreement	\$1,265.08
GELUSO, DAWN 2120 RICARDO DRIVE CONCORD, CA 94519	1004466 - Independent Contractors	\$0.00

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION 10900 NE 4TH STREET SUITE 500 BELLEVUE, WA 98004	1004744 - Lease: Building and Land	\$0.00
GENEVIEVE G. OLIPHANT PH.D. 11086 PUEBLA DR. LAMESA, CA 92041	1002749 - Royalty Agreement	\$0.00
GEORGIA DEPARTMENT OF EDUCATION 1754 TWIN TOWERS EAST 205 JESSE HILL JR. DRIVE, SE ATLANTA, GA 30334-5040	1003527 - Customer Agreement	\$0.00
GERNEY, DR. PHILIP E. 194 BROWNSBURG RD. NEWTON, PA 18940	1001133 - Licensing Agreement	\$0.00
GERNEY, PHILIP 194 BROWNSBURG RD NEWTON, PA 18940	1001134 - Royalty Agreement	\$100.04
GERSHKOWITZ, DONNA 12 POND LANE APT. # 43 ARLINGTON, MA 02174	1002670 - Royalty Agreement	\$0.00
GETZSCHMAN HEATING, LLC 1700 EAST 23RD AVENUE NORTH FREMONT, NE 68025	1004665 - Maintenance: Equipment	\$670.02
GIBSON, WARREN 9139 ROCKROSE DRIVE TAMPA, FL 33647	1001221 - Royalty Agreement	\$10.93
GILLINGHAM, ANNA 25 PARKVIEW AVENUE BRONXVILLE, NY 10708	1002671 - Royalty Agreement, 1002672 - Royalty Agreement, 1002119 - Royalty Agreement	\$960.92
GILMORE, MARCIA 4601 SOUTH LAKEWOOD DR. SAINT JOSEPH, MO 64506	1001222 - Royalty Agreement, 1001899 - Royalty Agreement	\$3.81

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
GILSON, EVA-POOLE POOLE-GILSON AGENCY 800 KEOUGH HOT SPRINGS #11 BISHOP, CA 93514	1005047 - Royalty Agreement, 1005049 - Royalty Agreement, 1005055 - Royalty Agreement, 1005057 - Royalty Agreement	\$40.97
GIULLAUME, ARMENT 3251 WALL BLVD APT 1701 GRETNA, LA 70056-8653	1002151 - Independent Contractors	\$0.00
GLASER, JILL RR1 BOX ARCHERTOWN NEW EGYPT, NJ 08533	1001887 - Royalty Agreement, 1001910 - Royalty Agreement	\$0.00
GLOBAL GAMES UNLIMITED, INC. 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	1001227 - Royalty Agreement	\$2,146.34
GLOBAL SOFTWARE 3201 BEECHLEAF CT SUITE 170 RALEIGH, NC 27604	1004061 - Purchase Contract / Purchase Order	\$0.00
GLOBAL VIDEO, LLC 2317 HUNTERSBRIDGE DRIVE IRVING, TX 75063-5695	1004477 - Licensing Agreement	\$0.00
GLOVER, DON 764 ECHO SHORES COURT MAHTOMODI, MN 55115	1001130 - Licensing Agreement, 1001236 - Royalty Agreement	\$523.14
GOBER, CINDY 112 UNAKA SUBDIVISION ROAD ELIZABETHON, TN 37643	1001131 - Licensing Agreement, 1001216 - Royalty Agreement, 1001217 - Royalty Agreement	\$1,340.80
GODFREY & KAHN, S.C. 780 NORTH WATER STREET MILWAUKEE, WI 53202-3590	1001536 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.)	\$0.00
GODREY, KELLY B. 1716 ABBOTTSFORD DRIVE KERNERSVILLE, NC 27284	1001901 - Royalty Agreement	\$0.00
GOEPFERT, LAURA 30 JOHN STREET CHATHAM, NJ 07928	1001902 - Royalty Agreement, 1004490 - Royalty Agreement, 1004491 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
GOLDBERG KOHN LTD., ATTN NANCY BROUGHER 55 EAST MONROE STREET SUITE 3300 CHICAGO, IL 60603	1002800 - Trademark or IP Agreement	\$0.00
GOLDEN RULE CONSTRUCTION CO., INC. 3905 S. WESTERN AVENUE SIOUX FALLS, SD 57105	1004419 - Service Contract	\$0.00
GOLDFARB, ROBERT 1160 THIRD AVENUE NEW YORK, NY 10021	1001904 - Royalty Agreement, 1001906 - Royalty Agreement, 1001908 - Royalty Agreement	\$0.00
GOLLY ENTERPRISES INC. - DANIEL W. FOX 202 EAST SHARON PHOENIX, AZ 85022	1001212 - Royalty Agreement	\$50.86
GOMBASH, LAURIE 7757 COUNTY RD K DELTA, OH 43515	1001137 - Licensing Agreement	\$127.54
GOOGLE INC. 1600 AMPHITHEATRE PARKWAY MOUNTAIN VIEW, CA 94043	1004062 - Purchase Contract / Purchase Order, 1004063 - Purchase Contract / Purchase Order	\$0.00
GORT, MILEIDIS 23 SUSANNE TERRENCE NORTH GRAFTON, MA 01536	1005009 - Royalty Agreement	\$1.46
GOULD, TONI 203 VAN ORDEN AVENUE LEONIA, NJ 07605	1002673 - Royalty Agreement, 1002674 - Royalty Agreement	\$0.00
GRAFF, ANNE 1751 HILLGATE DRIVE LEXINGTON, KY 40515	1005038 - Royalty Agreement	\$21.98
GRAHAM, BEVERLY 913 EGYPTIAN WAY GRAND PRAIRIE, TX 75050	1002675 - Royalty Agreement	\$0.00
GRAY, LINDA P.O. BOX 3003 OREGON CITY, OR 97045	1002676 - Royalty Agreement, 1002677 - Royalty Agreement	\$0.00
GREAT ACTIVITIES PUBLISHING COMPANY, INC. PO BOX 51158 DURHAM, NC 27717	1003319 - Vendor Agreement, 1004519 - Licensing Agreement	\$413.40

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
GREEN, GEORGIE F. 6215 ORCHID LANE DALLAS, TX 75230	1002678 - Royalty Agreement	\$123.35
GREEN, GEORGIE F. 6215 ORCHID LANE DALLAS, TX 75230	1005330 - Royalty Agreement	\$0.70
GREEN, LINDA KAHN 67 HAMMOND RD. CAMBRIDGE, MA 02138	1005193 - Royalty Agreement	\$16.60
GREEN, LUCYNA A.M. 14934 DORIA DRIVE AUSTIN, TX 78728	1001961 - Royalty Agreement	\$0.00
GREEN, ROBERT W. WOODCRAFTERS GUILD 3112 38TH STREET, N.W. WA, DC 20016	1005192 - Royalty Agreement	\$77.29
GREENES, CAROL 38 GREY LANE LYNNFIELD, MA 01940	1002679 - Royalty Agreement	\$102.71
GRIFFIN, ANN 2027 BEAVER AVENUE SE CEDAR RAPIDS, IA 52403	1001138 - Licensing Agreement	\$518.97
GRIFFIN, ELENOR 42 DOUGLAS MEDFORD, MA 02155	1002680 - Royalty Agreement	\$0.00
GRIGAS, DENISE 209 AVALON TERRACE HAMMOND, LA 70403	1001332 - Royalty Agreement, 1001333 - Royalty Agreement, 1001334 - Royalty Agreement, 1001335 - Royalty Agreement, 1001914 - Royalty Agreement	\$0.00
GROMAN, DARRELL E., O.D. (PANDORA MEDICAL CENTER) 5560 OHIO S. R. 12 W PANDORA, OH 45877-0209	1001143 - Licensing Agreement	\$19.32
GROSSET & DUNLAP 345 HUDSON STREET NEW YORK, NY 10014	1002014 - Royalty Agreement, 1002016 - Royalty Agreement, 1002017 - Royalty Agreement, 1002018 - Royalty Agreement, 1002021 - Royalty Agreement, 1002022 - Royalty Agreement, 1002608 - Royalty Agreement, 1002612 - Royalty Agreement	\$2,784.64

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
GROUPLOGIC PO BOX 100310 ARLINGTON, VA 22210	1004064 - Professional Service Contract (& Temps)	\$0.00
GROVE, MARJORIE 4723 35TH NORTHEAST SEATTLE, WA 98105	1002681 - Royalty Agreement	\$0.00
GUIDA, LIISA P.O. BOX 2847 AVON, CO 81620	1001947 - Royalty Agreement, 1001948 - Royalty Agreement	\$0.00
GUNNAR AND ARNE FLER BOLLAR I LUTTEN AB TOMTEBOGATAN 19 113 39 STOCKHOLM, SWEDEN	1001206 - Royalty Agreement	\$0.00
GUTHRIE, PETER 50 CROSS ST BELMONT, MA 02478	1002682 - Royalty Agreement	\$399.53
H. SHURLOCK SELF STORAGE PO BOX 1579 APPLETON, WI 54912	1001237 - Service Contract	\$0.00
HAAS, CHRISTOPHER 24919 REGIS COURT MURRIETA, CA 92562	1001144 - Royalty Agreement, 1001145 - Royalty Agreement, 1001146 - Royalty Agreement	\$1,371.19
HALL, ELEANOR 289 BOSTON PORT ROAD SUDBURY, MA 01776	1002683 - Royalty Agreement, 1002713 - Royalty Agreement	\$0.00
HALL, NANCY 9 HENSONS WAY RR #1 ORLEANS, MA 02653	1002075 - Royalty Agreement, 1002684 - Royalty Agreement	\$20,962.69
HAMMOND, MARGOT 420 RIVERSIDE DRIVE NEW YORK, NY 10025	1001949 - Royalty Agreement	\$0.00
HANKS, SUZANNE 34264 CAMINO CAPISTRANO #218 DANA POINT, CA 92624	1001149 - Licensing Agreement	\$445.76

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
HANSEN, DIANE 4910 EAST ALTA VISTA TUSCON, AZ 85712	1001990 - Royalty Agreement	\$0.00
HANSON, BONITA C/O KITTSON CENTRAL ELEMENTARY P.O. BOX 9 306 THIRD STREET WEST KENNEDY, MN 56733	1001153 - Royalty Agreement	\$0.00
HANSON, GEORGE 1004 PROSPECT STREET COLUMBIA, MO 65203	1001223 - Royalty Agreement, 1001225 - Royalty Agreement, 1001228 - Royalty Agreement, 1001230 - Royalty Agreement, 1001232 - Royalty Agreement, 1001233 - Royalty Agreement, 1001235 - Royalty Agreement	\$0.00
HARPER, ANN PHILLIPS ACADEMY, ANDOVER, MA 01810	1002064 - Royalty Agreement, 1002065 - Royalty Agreement, 1002686 - Royalty Agreement	\$0.00
HARPER, SUZHANNA 144 W. MENNONITE ROAD AURORA, OH 44202	1001154 - Licensing Agreement	\$48.82
HARVEY PARTNERSHIP ATTN DIRECTOR/OFFICER 2121 ROEDER AVENUE BELLINGHAM, WA 98225	1004208 - Lease: Building and Land, 1004608 - Lease: Building and Land, 1004609 - Lease: Building and Land	\$0.00
HARWOOD, SHANE 603 SPRING LAKE COURT CHATTANOOGA, TN 37415	1001151 - Licensing Agreement	\$120.60
HASENSTAB, LINDA 348 SCHRAALENBUGH CLOSTER, NJ 07624	1002688 - Royalty Agreement	\$0.00
HASENSTAB, LINDA 348 SCHRAALENBUGH CLOSTER, NJ 07624	1002687 - Royalty Agreement	\$0.00
HASKELL, ELIZABETH C. 46 FAIRGREEN PLACE CHESTNUT HILL, MA 02467-2710	1002689 - Royalty Agreement	\$607.30
HATHAWAY, ELIZABETH 65 RUTTAUD ST. BOSTON, MA 02118	1002690 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
HAUCK, KIMBERLY 302 COLUMBUS AVENUE #3B NEW YORK, NY 10023	1001889 - Royalty Agreement, 1001912 - Royalty Agreement	\$0.00
HAZELTON, CATHY A. RFD 1 BOX 1180 WEST PERU, ME 04290	1001339 - Royalty Agreement	\$0.00
HEALTHY KIDS CHALLENGE (HKC) 2 W ROAD 210 DIGHTON, KS 67839	1004520 - Licensing Agreement	\$36,571.76
HEALTHY LIFESTYLE CHOICES, LLC 1215 PRYTANIA ST. SUITE 171 NEW ORLEANS, LA 70130	1004521 - Distribution Agreement	\$58,390.25
HEALY, FRANCIS 8831 SE 41ST AVE. MILWAUKIE, OR 97222	1002691 - Royalty Agreement	\$0.00
HECK, TOM LIFE COACH, INC. PO BOX 1831 15 ARBOR RIDGE ROAD ASHEVILLE, NC 28802	1000921 - Licensing Agreement, 1000922 - Royalty Agreement, 1000923 - Royalty Agreement, 1000924 - Royalty Agreement, 1000925 - Royalty Agreement	\$110.14
HELSON, LIDA 87 COLUMBIA DR. AMHERST, MA 01002	1002692 - Royalty Agreement	\$0.00
HENNINGS, DOROTHY GRANT 625 MT. AUBURN STREET CAMBRIDGE, MA 02138	1005010 - Royalty Agreement	\$610.87
HENRIQUEZ, LISSETTE 1238 BATSON DRIVE CHARLESTON AFB, SC 29404	1000926 - Licensing Agreement	\$31.36
HERNANDEZ, ALFONSO A., JR. 2-B TRIUMPH COURT EAST RUTHERFORD, NJ 07073	1000917 - Licensing Agreement	\$19.40
HERR, ROBERT P.O. BOX 8 QUARRYVILLE, PA 17566	1003374 - Lease: Building and Land, 1003678 - Lease: Building and Land	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
HEWETSON, EMILY 511 KINCKERBOCKER RD. TENAFLY, NJ 07670	1002694 - Royalty Agreement	\$0.00
HEWLETT PACKARD COMPANY 8000 FOOTHILLS BLVD MS 5525 ROSEVILLE, CA 95747-5636	1004070 - Purchase Contract / Purchase Order, 1004071 - Purchase Contract / Purchase Order	\$7,116.08
HICHWA, JOHN 10 BEAVILIS LANE WEST REDDING, CT 06869	1000927 - Royalty Agreement, 1000928 - Royalty Agreement, 1000929 - Royalty Agreement	\$2,478.38
HICKMAN, SARA DONALD HEIDER ESTATE DAVID A. HEIDER EXECUTOR 776 FAIRMOUNT AVE SAINT PAUL, MN 55105	1002695 - Royalty Agreement	\$0.00
HIGASHI ADVISORS 21386 N. HIGHWOOD RD. KILDEER, IL 60047-9310	1003242 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.), 1003243 -	\$0.00
HILLS, PEGGY 10J70 HIDDEN VALLEY ROAD COLORADO SPRINGS, CO 80919	1000931 - Licensing Agreement	\$11.70
HILTON, CHRISTY (SHARED ROYALTY WITH MILDRED MCCLURE) 197 PORTER ROAD RURAL RETREAT, VA 24368	1000932 - Licensing Agreement	\$15.02
HOFFMAN, ERIC 415 BETHANY CURVE SANTA CRUZ, CA 95000	1001950 - Royalty Agreement	\$0.00
HOGAN, EDITH EDMAR EDUCATIONAL SERVICES, INC. 11500 STEMMONS SUITE 137 DALLAS, TX 75229	1002697 - Royalty Agreement, 1002698 - Royalty Agreement	\$0.00
HOHL, SUSAN 1246 SHEEP HILL RD. POTTSTOWN, PA 19464	1002699 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
HOLLANDER, SARAH 1102 TUCKAHOE LANE ALEXANDRIA, VA 22302	1002011 - Royalty Agreement	\$0.00
HOLT, RHONDA 511 N. FORRESTVIEW COURT WICHITA, KS 67235	1001035 - Royalty Agreement	\$43.96
HOLZMAN, DANIEL C/O RASPYNI BROTHERS 2610 SHADY DRAW PINOLE, CA 94564	1000937 - Licensing Agreement, 1000938 - Licensing Agreement, 1000939 - Licensing Agreement	\$704.94
HOON, PATRICIA A. 426 ECKMAN LANE LAFAYETTE, IN 47905	1001340 - Royalty Agreement	\$0.00
HORSTMAN, JOHN 1004 PROSPECT STREET COLUMBIA, MO 65203	1001224 - Royalty Agreement, 1001226 - Royalty Agreement, 1001229 - Royalty Agreement, 1001231 - Royalty Agreement, 1001234 - Royalty Agreement	\$0.00
HOWE, DEBORAH 2627 SW GEORGIAN PLACE PORTLAND, OR 97201	1002701 - Royalty Agreement, 1002702 - Royalty Agreement	\$0.00
HRADSHY, JANINE 7120 WEST EDEN PLACE MILWAUKEE, WI 53220	1000940 - Royalty Agreement	\$0.00
HUMTOWN SELF STORAGE 44977 COLUMBIANA WATERFORD ROAD COLUMBIANA, OH 44408	1005183 - Lease: Building and Land	\$0.00
HUNDSCHUG, GARY 124 OAK GROVE ROAD 10TH MEDFORD, OR 97501	1002685 - Royalty Agreement	\$0.00
HURCKMAN MECHANICAL 1450 VELD AVENUE PO BOX 10977 GREEN BAY, WI 54307-0977	1001179 - Service Contract	\$0.00
HURRAY, GREGORY 28 LAFAYETTE ROAD NEWTON LOWER FALLS, MA 02462	1002703 - Royalty Agreement	\$598.43

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
IBM CORPORATION PO BOX 643600 PITTSBURGH, PA 15264-3600	1003478 - Software Licensing Agreement, 1003479 - Software Licensing Agreement, 1003484 - Software Licensing Agreement,	\$0.00
IBM GLOBAL SERVICES 1 NEW ORCHARD RD. ARMONK, NY 10504	1004073 - SSIBT_IBM_ProfessionalSrvContract, 1004074 - Professional Service Contract (& Temps), 1004075 - Professional Service Contract (& Temps), 1004076 - Professional Service Contract (& Temps), 1004077 - Professional Service Contract (& Temps), 1004078 - Professional Service Contract (& Temps), 1004079 - Professional Service Contract (& Temps), 1004080 - Professional Service Contract (& Temps)	\$92,220.20
IBS BOOKMASTER USA, LLC 90 BLUE RAVINE ROAD FOLSOM, CA 95630	1003488 - Maintenance: Software	\$0.00
ICE EDGE BUSINESS SOLUTIONS LTD., 7303 30TH STREET S.E. , AB T2C 1N6 CANADA	1003489 - Service Contract, 1003490 - Software Licensing Agreement	\$0.00
IMMERZEEL, GEORGE 6 FAIR OAKS TERRACE LEXINGTON, MA 02173	1002704 - Royalty Agreement	\$102.66
Imported Record AT&T 0 #3A258, 0 BEDMINSTER	1002290 - Service Contract	\$8,743.60
Imported Record GLOBAL CROSSING TELECOMMUNICATIONS INC. , ROCHESTER	1003506 - Service Contract	\$11,065.58
Imported Record NATIONAL SCIENCE TEACHERS ASSOCIATION , ARLINGTON	1003853 - Service Contract, 1004176 - Advertising Contract; 1003719 - Customer Agreement	\$8,374.50
IN YOUR POCKET, INC. 1508 TACKLEY PLACE MIDLOTHIAN, VA 23114	1000901 - Licensing Agreement, 1000941 - Licensing Agreement, 1001421 - Licensing Agreement	\$4,514.21

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
INDEPENDENT SCHOOL DISTRICT 196 3455 153RD ST. W. ROSEMOUNT, MN 55068	1003530 - Customer Agreement	\$0.00
INDIANA STATE BOARD OF EDUCATION ROOM 229 STATE HOUSE INDIANAPOLIS, IN 46204	1004235 - Customer Agreement	\$0.00
INFORMATICA CORPORATION 100 CARDINAL WAY REDWOOD CITY, CA 94063	1003491 - Purchase Contract / Purchase Order, 1003492 - Purchase Contract / Purchase Order	\$0.00
INNOVEC INC. 3033 CAMPUS DRIVE PLYMOUTH, MN 55441	1001287 - Royalty Agreement	\$0.00
INTERCALL 8420 BRYN MAWR AVE SUITE 400 CHICAGO, IL 60631	1003493 - Software Licensing Agreement, 1003494 - Software Licensing Agreement, 1003495 - Software Licensing Agreement, 1003496 - Purchase Contract / Purchase Order	\$3,916.89
INTERNATIONAL READING ASSOCIATION ATTN JANE CONWAY P.O. BOX 8139 NEWARK, DE 19714-8139	1004013 - Storage Agreement	\$0.00
INTERSTATE CONTAINER NEW ENGLAND 240 INDUSTRIAL AVE. EAST LOWELL, MA 01852	1005356 - Vendor Agreement	\$0.00
IRON MOUNTAIN INFORMATION MANAGEMENT, INC. 9715 JAMES AVE. SOUTH BLOOMINGTON, MN 55431	1003952 - Service Contract, 1003953 - Service Contract, 1004898 - Service Contract, 1004899 - Service Contract	\$0.00
ISECKE, HARRIET 541 QUEEN ANNE ROAD TERANECK, NJ 07666	1001954 - Royalty Agreement, 1001955 - Royalty Agreement, 1001956 - Royalty Agreement, 1001957 - Royalty Agreement, 1001958 - Royalty Agreement	\$0.00
ITUNES (APPLE) DIVISION COUNSEL, INTERNET SERVICES IBOOKS APPLE INC. 1 INFINITE LOOP CUPERTINO, MO 95014	1002396 - Distribution Agreement, 1004722 - Software Licensing Agreement	\$1,867.23

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
J. LAWRENCE HALL CO., INC. 80 NORTHWEST BLVD. NASHUA, NH 03061	1004017 - Purchase Contract / Purchase Order, 1004259 - Service Contract	\$0.00
J.P. MORGAN RETIREMENT PLAN SERVICES LLC 11500 OUTLOOK STREET OVERLAND PARK, KS 66211-1804	1002499 - Service Contract, 1002500 - Service Contract, 1004854 - Employee Benefit Plans, 1004860 - Employee Benefit Plans, 1004866 - Employee Benefit Plans	\$0.00
JACKSON, NORMA 3560 LABADIE DRIVE FORT WORTH, TX 76118	1002108 - Royalty Agreement, 1002109 - Royalty Agreement, 1002705 - Royalty Agreement, 1002706 - Royalty Agreement	\$0.00
JACOBS, MARCI 21516 HALWORTH ROAD BEACHWOOD, OH 44122	1000943 - Licensing Agreement	\$70.60
JACOBS, PATRICIA 2500 JACOBS COURT MARIETTA, GA 30068	1001283 - Licensing Agreement	\$4.43
JAM SOFTWARE GMBH AM WISSENSCHAFTSPARK 26 TRIER, 54296 GERMANY	1003500 - Software Licensing Agreement	\$0.00
JAMF SOFTWARE 301 4TH AVE S STE 1075 MINNEAPOLIS, MN 55415-1039	1003499 - Purchase Contract / Purchase Order	\$0.00
JASALLE, HERBERT J. 1669 SILVERWOOD TERRACE LOS ANGELES, CA 90026	1002719 - Royalty Agreement	\$225.33
JBPOPSCOM LP ATTN DIRECTOR/OFFICER C/O DIVERSIFIED DEVELOPMENT GROUP 600 WEST SHAW, SUITE 160 FRESNO, CA 93704	1001401 - Lease: Building and Land, 1003043 - Lease: Building and Land, 1003044 - Lease: Building and Land, 1003045 - Lease: Building and Land, 1004598 - Lease: Building and Land, 1004599 - Lease: Building and Land, 1005391 - Lease: Building and Land 2nd Amendment	\$0.00
JENNIFER LAWSON 2121 N. DUKE STREET #113 DURHAM, NC 27701	1000750 - Royalty Agreement	\$931.51
JENNY BRACK DBA JENNY'S KIDS 879 E. 1259 ROAD LAWRENCE, KS 66047	1001109 - Licensing Agreement	\$110.20

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
JOAN F KAPLAN LIVING TRUST 10 HARVARD STREET PEABODY, MA 01960	1005011 - Royalty Agreement, 1005012 - Royalty Agreement, 1005039 - Royalty Agreement, 1005040 - Royalty Agreement, 1005041 - Royalty Agreement	\$699.33
JOAN R. KNIGHT 317 WEST 89TH STREET NEW YORK, NY 10024	1002714 - Royalty Agreement, 1002715 - Royalty Agreement	\$0.00
JOHNSON, JODY P.O. BOX 66 RED BLUFF, CA 96081	1001024 - Royalty Agreement, 1001029 - Royalty Agreement, 1001284 - Royalty Agreement	\$0.00
JOHNSON, KRISTIN 20 WEST CANAL STREET #3B WINOOSKI, VT 05404	1002708 - Royalty Agreement	\$1,513.20
JOHNSON, WARREN BOX 1077 PETERBOROUGH, NH 03458	1002709 - Royalty Agreement, 1002710 - Royalty Agreement	\$0.00
JUDD, IRENE N. 8 COLLYER DRIVE OSSINING, NY 10562-2607	1002711 - Royalty Agreement	\$21.97
JUNGLE ENTERPRISE LTD 19750 SW 280TH STREET HOMESTEAD, FL 33031	1001711 - Royalty Agreement	\$0.00
JURICA, HILARY S. REVERAND ST. PROCOPIUS COLLEGE LISLE, IL 60532	1003721 - Royalty Agreement	\$0.00
JYD PRODUCTS 63 CATHY LANE SUITE #3 BURLINGTON, NJ 08016	1001959 - Royalty Agreement, 1002419 - Vendor Agreement	\$0.00
KANATA RESEARCH PARK CORPORATION 555 LEGGET DRIVE SUITE 206 , ON K2K 2X3 CANADA	1001402 - Lease: Building and Land, 1003502 - Purchase Contract / Purchase Order	\$0.00
KAPLAN PUBLISHING ONE LIBERTY PLAZA 24TH FLOOR NEW YORK, NY 10006	1004628 - Licensing Agreement	\$0.00

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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
KARAM, ELIZABETH 153 TORONTO ROAD LEXINGTON, KY 40515	1005042 - Royalty Agreement	\$21.96
KASHUBA, RANDY 295 LENNOX AVENUE #106 OAKLAND, CA 94610	1003800 - Independent Contractors	\$0.00
KATAN ENTERPRISES 10664 MONTICELLO LANE N. MAPLE GROVE, MN 08016	1001960 - Royalty Agreement	\$0.00
KATHY MILLER 7932 SAUBY ROAD LARSEN, WI 54947	Employment Agreement	\$4,159.92
KAY, CHRISTI M. AMERICAN HEART ASSOCIATION ATTN DEAN GEISS PO BOX 6997 MARIETTA, GA 30065	1001285 - Royalty Agreement	\$0.00
KEARNEY, TODD 235 CRAB ORCHARD WAY ROSWELL, GA 30076	1001286 - Royalty Agreement	\$275.11
KENNEDY, BETH 516 HIGH KNOLL DRIVE CEDARBURG, WI 53012-9113	1001342 - Royalty Agreement, 1001345 - Royalty Agreement, 1001346 - Royalty Agreement	\$3.74
KENTUCKY - STATE TEXTBOOK COMMISSION 500 MERO ST. FRANKFORT, KY 40601	1003528 - Customer Agreement, 1004236 - Customer Agreement	\$0.00
KEWILL 1 EXECUTIVE DRIVE CHELMSFORD, MA 01824	1003504 - Software Licensing Agreement, 1003505 - Software Licensing Agreement,	\$0.00
KEY COMPANIES 195 EAST LIVINGSTON AVE. COLUMBUS, OH 43215	1004642 - Lease: Equipment	\$0.00
KING, DIANA H. 32 OLD NORTH ROAD AMENIA, NY 12501	1002712 - Royalty Agreement	\$2,158.16

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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
KINSINGER, ELLEN 4116 FOREST VIEW COURT NE CEDAR RAPIDS, IA 52411	1001272 - Licensing Agreement, 1001289 - Licensing Agreement, 1001291 - Licensing Agreement, 1001293 - Licensing Agreement, 1001294 - Licensing Agreement	\$1,724.98
KINSMAN CREATIVE 1013 NEWELL ST BELLINGHAM, WA 98225	1004630 - Independent Contractors, 1004631 - Independent Contractors	\$0.00
KISER, JAMES 4786 ANTIOCH RD HARRISONBURG, VA 22802	1001296 - Royalty Agreement	\$217.53
KISSEL, JONATHAN 2500 GATE PARK LANE BETHLEHEM, GA 30620	1001298 - Licensing Agreement	\$167.37
KLEO, INC. 6185 BISCAYNE BLVD SUITE 103-462 MIAMI, FL 33138	1003718 - Customer Agreement	\$0.00
KNIGHT, KAREN J. 5 BRADLEY COURT ROCHESTER, NH 03867	1001348 - , 1001891 - Royalty Agreement	\$0.00
KNIGHT, RICK 17835 N.W. COLLINS ROAD NORTH PLAINS, OR 97133	1001299 - Royalty Agreement	\$0.00
KOGUT, SUSAN 130 SNOW CHIEF DR HAVRE DE GRACE, MD 21078	1001302 - Royalty Agreement	\$144.13
KOLNASKI, ED 341 RIDGEWOOD DR MYSTIC, CT 06355	1001303 - Royalty Agreement	\$90.55
KONE INC. HARRISBURG #270 1150 WEST MAIN STREET MOUNT JOY, PA 17552	1002947 - Maintenance: Equipment, 1004333 - Service Contract	\$557.58
KOOL STORAGE 1125 S. PEORIA AVE. TULSA, OK 74120	1001505 - Lease: Building and Land	\$0.00

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
KOURT SECURITY PARTNERS, LLC D/B/A SELECT SECURITY 241 N. PLUM STREET LANCASTER, PA 17602-2792	1003679 - Service Contract, 1003680 - Service Contract	\$0.00
KRAVETS, WAX & ASSOCIATES, INC. PO BOX 187 DEERFIELD, IL 60015	1002716 - Royalty Agreement	\$0.00
KRCHNAVEK, BETH 607 RAINBOW CIRCLE COURT BALLWIN, MO 63011	1001888 - Royalty Agreement, 1001911 - Royalty Agreement	\$0.00
KRIBS, CAROLYN 5949 MEADERS LANE DALLAS, TX 75230	1002717 - Royalty Agreement	\$6.53
KURE, HEIDI 723 BROOKHAVEN DRIVE ORLANDO, FL 32803	1001300 - Licensing Agreement	\$369.29
KURTZMAN CARSON CONSULTANTS LLC 2335 ALASKA AVE. EL SEGUNDO, CA 90245	1001579 - Service Contract, 1002930 - Service Contract	\$0.00
KUSMIERSKI, JANET 9 MURRAY STREET 6SE NEW YORK, NY 10007-2243	1001964 - Royalty Agreement	\$0.00
LACEY, ALLAN 1842 ROCHESTER STREET P.O. BOX 54 LIMA, NY 14485	1004685 - Royalty Agreement, 1004686 - Royalty Agreement	\$60.20
LAMON CONSTRUCTION CO., INC. 881 MARKET STREET PO BOX 632 YUBA CITY, CA 95991	1004488 - Service Contract	\$0.00
LANGUAGE LEARNING APTITUDES INC. C/O MAUREEN K. MARTIN 105 COMANCHE DRIVE HATTIESBURG, MS 39402	1002721 - Royalty Agreement, 1002731 - Royalty Agreement	\$0.00
LAPLANTE TRUCKING & LANDSCAPING, INC. 15 OLD NASHUA RD. AMHERST, NH 03031	1004016 - Independent Contractors, 1005357 - Service Contract	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
LATINO, JENNIFER 12 RED CEDAR DRIVE COLUMBIA, SC 29229	1004618 - Independent Contractors	\$0.00
LAU-DICKINSON, AILEEN C. 41 LAKE SOMERSET CIRCLE BLUFFTON, SC 29910	1001879 - Royalty Agreement	\$0.00
LAUER, SANDI PO BOX 75 CHESTERFIELD, MO 63006	1000748 - Royalty Agreement	\$1,404.07
LAUTENSCHLAGER, BRUCE C. 6434 EAST HULMAN DRIVE TERRE HAUTE, IN 47803	1000908 - Licensing Agreement	\$46.94
LAVIGNE, KRISTA 2815 HEADWATER DR. FT. COLLINS, CO 80521	1000749 - Royalty Agreement, 1001163 - Royalty Agreement	\$65.70
LECOMTE, BARBARA J. 159 BRIARWOOD DRIVE EAST BERKELY HIGHTS, NJ 07922	1001350 - Royalty Agreement	\$0.00
LEE, AMELIA LOUISIANA ST UNIV-DEPT OF KINESIOLOGY BATON ROUGE, LA 70803	1000752 - Royalty Agreement	\$105.91
LEE, TANYA HAYES 2 CHESTER ST. CAMBRIDGE, MA 02140	1002722 - Royalty Agreement	\$0.00
LEIBERT GLOBAL SERVICE C/O ACCESS INC 844 EHLERS ROAD NEENAH, WI 54956	1003509 - Purchase Contract / Purchase Order	\$0.00
LENGEL, DARLENE R. 520 DAILY DRIVE NORTH HUNTINGTON, PA 15642	1001351 - Royalty Agreement, 1001352 - Royalty Agreement	\$0.00
LEONARD, LINDA 6290 NIEMANVILLE TRAIL LITCHFIELD, IL 62056	1000753 - Royalty Agreement	\$178.07

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
LETSPLAY APS SKINDERGADE 19,4 1159 COPENHAGEN, DENMARK	1000754 - Royalty Agreement	\$0.00
LEWIS, JIM 919 CO. RD. 1900E GREENUP, IL 62428	1000755 - Royalty Agreement	\$0.00
LIBERTY SELF STORAGE, LLC 7037 HWY 190 COVINGTON, LA 70447	1003900 - Lease: Building and Land	\$0.00
LIBRARY VIDEO COMPANY SCHLESSINGER MEDIA SM 7 EAST WYNNEWOOD ROAD WYNNEWOOD, PA 19096	1004023 - Distribution Agreement, 1004024 - Distribution Agreement	\$0.00
LIEBERMAN, LAUREN 2 CAROLIN DRIVE BROCKPORT, NY 14420	1000757 - Royalty Agreement	\$0.00
LIEBMAN, ARTHUR 18 MEADOW LANE ROSLYN HEIGHTS, NY 11577	1002724 - Royalty Agreement	\$217.77
LIFE SKILLS, AATN CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32708	1001735 - Royalty Agreement, 1001736 - Licensing Agreement, 1001737 - Licensing Agreement, 1001738 - Licensing Agreement, 1001739 - Licensing Agreement, 1001740 - Licensing Agreement, 1001741 - Licensing Agreement, 1001742 - Licensing Agreement, 1001748 - Licensing Agreement, 1001749 - Licensing Agreement, 1001750 - Licensing Agreement, 1001751 - Licensing Agreement, 1001752 - Licensing Agreement, 1001753 - Licensing Agreement, 1001754 - Licensing Agreement, 1001755 - Confidentiality Agreement, 1001756 - Royalty Agreement, 1001757 - Licensing Agreement	\$9,556.64
LIFERAY, INC 1220 BREA CANYON RD SUITE 12 WALNUT, CA 91789	1003510 - Purchase Contract / Purchase Order, 1003511 - Purchase Contract / Purchase Order	\$0.00
LIFETOUCH NATIONAL SCHOOL STUDIOS INC. 11000 VIKING DRIVE EDEN PRAIRIE, MN 55344	1004203 - Purchase Contract / Purchase Order, 1004638 - Distribution Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
LIGHTSTREAM DATA CENTERS, INC. DBA FIBERCLOUD 14888 SR 525 LANGLEY, WA 98260	1004052 - Professional Service Contract (& Temps)	\$0.00
LINTZ-STAAATS, MARY KIRSTEN 5518 KAYAK WAY NE KEIZER, OR 97303	1000758 - Royalty Agreement	\$146.03
LIPP, MADONNA 930 CYPRESS COURT MACOMB, IL 61455	1000759 - Royalty Agreement	\$46.46
LOEFFLER, CHRISTINA 16305 S. LEXINGTON DRIVE PLAINFIELD, IL 60586	1000760 - Royalty Agreement	\$1.63
SOFTWARE ENTERPRISE LABELING SOLUTIONS 166 CORPORATE DR PORTSMOUTH, NH 03801	1003517 - Software Licensing Agreement	\$0.00
SOFTWARE INC 166 CORPORATE DRIVE PORTSMOUTH, NH 03801	1003513 - Purchase Contract / Purchase Order, 1003514 - Purchase Contract / Purchase Order, 1003515 - Purchase Contract / Purchase Order, 1003516 - Purchase Contract / Purchase Order	\$11,703.38
LOGICALSIS 1375 WEST MAIN AVENUE DEPERE, WI 54115	1003518 - Purchase Contract / Purchase Order, 1003519 - Purchase Contract / Purchase Order, 1003520 - Purchase Contract / Purchase Order, 1003521 - Purchase Contract / Purchase Order, 1003544 - Software Licensing Agreement, 1003551 - Software Licensing Agreement, 1003552 - Purchase Contract / Purchase Order, 1003554 - Purchase Contract / Purchase Order, 1003555 - Purchase Contract / Purchase Order, 1003556 - Purchase Contract / Purchase Order, 1003557 - Purchase Contract / Purchase Order, 1003558 - Purchase Contract / Purchase Order, 1003559 - Purchase Contract / Purchase Order, 1003560 - Purchase Contract / Purchase Order, 1003561 - Purchase Contract / Purchase Order, 1003562 - Software Licensing Agreement, 1003563 - Software Licensing Agreement, 1003564 - Software Licensing Agreement, 1003565 - Purchase Contract / Purchase Order, 1003566 - Purchase Contract / Purchase Order	\$0.00
LOGILITY 470 E. PACES ROAD NE ATLANTA, GA 30305	1003567 - Software Licensing Agreement, 1003568 - Software Licensing Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
LOGRHYTHM 3195 STERLING CIRCLE SUITE 100 BOULDER, CO 80301	1003569 - Purchase Contract / Purchase Order, 1003570 - Purchase Contract / Purchase Order	\$0.00
LORD, ANNE 312 BRADFORD STREET PROVINCETOWN, MA 02657	1002725 - Royalty Agreement	\$127.61
LOUISIANA CHILDRENS RESEARCH CENTER FOR DEVELOPMENT AND LEARNING TAX ID#72-12-21356 208 S. TYLER STREET, SUITE A COVINGTON, LA 70433	1002720 - Royalty Agreement	\$0.00
LYNN ANN LAING 106 COVENTRY ROAD MARIETTA, OH 45750	1000747 - Royalty Agreement, 1001050 - Royalty Agreement	\$60.23
LYVE MEDIA, LLC 15 LOCUST STREET SUITE 5 HAVERHILL, MA 01830	1004025 - Service Contract, 1004026 - , 1004204 - Service Contract	\$0.00
M. DENNIS EARL 345 EAST MAIN STREET MOORESTOWN, NJ 08057	1000903 - Royalty Agreement	\$418.68
MAGNOLIA CONSULTING 5135 BLENHEIM ROAD CHARLOTTESVILLE, VA 22902	1004267 - Independent Contractors	\$34,349.75
MAILFINANCE 478 WHEELERS FARMS ROAD MILFORD, CT 06461	1004668 - Lease: Equipment, 1004669 - Lease: Equipment, 1004680 - Lease: Equipment	\$876.33
MALCOMESIUS, MRS. NEVA 125 GOODFELLOW DRIVE DALLAS, TX 75229	1002728 - Royalty Agreement	\$0.70
MALZ, ROLAND W. PO BOX 669004 MIAMI SPRINGS, FL 33266	1000948 - Royalty Agreement	\$88.03
MAMMOTH FIRE ALARMS INC. 176 WALKER STREET LOWELL, MA 01854	1004027 - Service Contract, 1004261 - Service Contract	\$3,786.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
MANN, KAREN 4643 MEMPHIS CHURCH RD DOTHAN, AL 36301	1000949 - Royalty Agreement, 1000950 - Royalty Agreement	\$237.85
MANTER HALL SCHOOL KATHRYN W. LAMB 26 LAVNSIDE DRIVE LAWRENCEVILLE, NJ 08648	1002084 - Royalty Agreement	\$0.00
MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	1001353 - Royalty Agreement, 1001354 - Royalty Agreement, 1001355 - Royalty Agreement, 1001374 - Royalty Agreement, 1001375 - Royalty Agreement, 1001376 - Royalty Agreement	\$0.00
MARCH, DAVID C. 9 WASHINGTON STREET PAWCATICK, CT 06379	1000954 - Royalty Agreement	\$0.00
MARGULIS, DR. LYNN P.O.BOX 671 AMHEART, MA 01004-0671	1004695 - Royalty Agreement	\$0.00
MARKOS, NANCY J. BROADUS WOOD ELEMENTARY 715 NAKED CREEK RUN EARLYSVILLE, VA 22396	1000951 - Licensing Agreement,	\$9.60
MARSHALL, KIM 222 CLARK ROAD BROOKLINE, MA 02445	1002729 - Royalty Agreement	\$260.37
MARSTON, RIP 625 BAKER DR CEDAR FALLS, IA 50613	1000955 - Royalty Agreement	\$48.20
MARTIN, ARLENE 542 W. 12TH STREET CLAREMONT, CA 91711	1002730 - Royalty Agreement	\$0.00
MATHENY, PATRICIA 11260 CHALON ROAD LOS ANGELES, CA 90049	1002732 - Royalty Agreement	\$0.00
MAUPIN, BRIAN 1616 HACAMORE ST MESQUITE, TX 75149	1000956 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
MCARDLE, PAULA 65 OAKLANDS AVENUE PORTHILL-WOLSTANTON NEWCASTLE-U-LYME, ST54 DR UNITED KINGDOM	1001963 - Royalty Agreement	\$0.00
MCCART, WILLIAM F. 1040 PARK AVENUE NEW YORK, NY 10028	1002733 - Royalty Agreement, 1002734 - Royalty Agreement	\$0.00
MCCARTHY, WILLIAM G. 11 TODD PLACE TERRE HAUTE, IN 47803	1002735 - Royalty Agreement	\$0.00
MCCLEOD, JOHN 2325 TAYLOR STREET EAST SASKATOON, SK S7H 1W8 CANADA	1002736 - Royalty Agreement	\$0.00
MCCLURE, MILDRED (SHARED ROYALTY WITH CHRISTY HILTON) 19058 WOODLAWN HILLS ROAD ABINGDON, VA 24210	1000933 - Licensing Agreement	\$15.00
MC GEEHAN, DAN 2624 S OWASSO AVE. TULSA, OK 74114	1001967 - Royalty Agreement	\$0.00
MCH, INC. 601 EAST MARSHALL STREET SWEET SPRINGS, MO 65351	1002364 - Service Contract, 1002365 - Service Contract,	\$50,874.77
MCLAUGHLIN, DAVID HOWELL 33112 SAILMAKER PLANO, TX 75023	1000959 - Licensing Agreement	\$37.44
MCREL 4601 DTC BOULEVARD SUITE 500 DENVER, CO 80237	1002395 - Confidentiality Agreement	\$0.00
MEDIA MATRIX, INC. 4 SYDENHAM ROAD WARREN, NJ 07060	1001669 - Royalty Agreement, 1001670 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
MEGAFORM AG B 4700 EUPEN BELGIUM	1000691 - Licensing Agreement, 1000692 - Licensing Agreement, 1000693 - Licensing Agreement, 1000694 - Licensing Agreement	\$0.00
MEHEGAN, SHEILA 625 MT. AUBURN STREET CAMBRIDGE, MA 02139-9031	1002411 - Employment Agreement	\$0.00
MELANSON, ARTHUR 69 MIDDLEBURY ST. LAWRENCE, MA 01841	1002737 - Royalty Agreement	\$0.00
MELISSA & DOUG, LLC PO BOX 590 WESTPORT, CT 06881	1000996 - Vendor Agreement, 1002429 - Vendor Agreement, 1003883 - Vendor Agreement, 1003884 - Vendor Agreement	\$213.00
MEN & MICE NOATUN 17 IS-105 REYKJAVIK, ICELAND	1003571 - Purchase Contract / Purchase Order, 1004764 - Purchase Contract / Purchase Order	\$0.00
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ONE BRYANT PARK NEW YORK, NY 10036	1000056 - Confidentiality Agreement	\$0.00
MERRIMAC CONSTRUCTION CO., INC. 18651 BUCHANAN ST NE EAST BETHEL, MN 55011	1004361 - Service Contract	\$0.00
METAMETRICS INC 1000 PARK FORTY PLZ DR STE 120 DURHAM, NC 27713	1005194 - Royalty Agreement	\$54.67
METRO STORAGE LLC 737 S. RAND ROAD LAKE ZURICH, IL 60047	1000035 - Lease: Building and Land	\$0.00
MEYER, CHRIS 14 SOUTH BROADWAY IRVINGTON, NY 10533	1000960 - Licensing Agreement	\$100.09

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
MICROSOFT LICENSING LP DEPT 551 VOLUME LICENSING 6100 NEI ROAD SUITE 210 RENO, NV 89511	1003572 - Software Licensing Agreement, 1003573 - Software Licensing Agreement, 1003574 - Software Licensing Agreement, 1003575 - Software Licensing Agreement, 1003577 - Purchase Contract / Purchase Order, 1003578 - Software Licensing Agreement, 1003579 - Software Licensing Agreement, 1003580 - Software Licensing Agreement, 1004765 - Software Licensing Agreement	\$0.00
MID-CONTINENT RESEARCH FOR EDUCATION AND LEARNING 4601 DTC BOULEVARD SUITE 500 DENVER, CO 80237	1004268 - Licensing Agreement	\$0.00
MIKE LAVELLE 2080 W. MUIRWOOD DR GREEN BAY, WI 54313	Employment Agreement	\$83,000.00
MILES, MADELINE MEDICAL CENTER HOSPITAL OF VERMONT DEGOESBRIAND UNIT BURLINGTON, VT 05401	1002088 - Royalty Agreement, 1002738 - Royalty Agreement	\$0.00
MILLARD PUBLIC SCHOOLS 5606 SO.147TH OMAHA, NE 68137	1004711 - Customer Agreement	\$0.00
MILLER, CHRISTINA 22 SADDLE CLUB ROAD LEXINGTON, MA 02173	1002101 - Royalty Agreement, 1002740 - Royalty Agreement	\$0.00
MILLMAN, JOAN M. 36 NELSON ST. FRAMINGHAM, MA 01702	1002741 - Royalty Agreement	\$0.00
MISSISSIPPI DEPARTMENT OF EDUCATION P.O BOX 771 JACKSON, MS 39205	1003531 - Customer Agreement, 1003715 - Customer Agreement	\$0.00
MITCHELL, MELANIE S. P.O. BOX 8 NATHALIE, VA 24577	1001301 - Royalty Agreement	\$0.00
MMR LEARNING ENTERPRISES, LLC 2912 EAST 80TH PLACE TULSA, OK 74136	1005195 - Royalty Agreement	\$54.37

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
MONADNOCK MOUNTAIN SPRING WATER INC. 8 MANSUR ROAD WILTON, NH 03086	1004173 - Service Contract, 1005358 - Service Contract	\$0.00
MONOTYPE IMAGING 500 UNICORN PARK DRIVE WOBBURN, MA 01801	1003581 - Software Licensing Agreement	\$0.00
MOODLEROOMS INC. 190 W. OSTEND ST. SUITE 110 BALTIMORE, MD 21230	1004174 - Purchase Contract / Purchase Order	\$0.00
MOORE, DR. SHERI 217 EASTERN WOOD COURT LOUISVILLE, KY 40242	1004620 - Independent Contractors	\$0.00
MOORE, SCOTT 217 EASTERN WOOD COURT LOUISVILLE, KY 40242	1004619 - Independent Contractors	\$0.00
MORRISON, SYLVIA DBA MYSTIC RIVER VIDEO 166 SHARON ST. MEDFORD, MA 02155	1003852 - Service Contract, 1003911 - Service Contract	\$0.00
MOTIO, INC. 18333 PRESTON ROAD SUITE 475 DALLAS, TX 75252	1003582 - Software Licensing Agreement	\$0.00
MOUNTAIN STATE SCHOOLBOOK DEPOSITORY FREEPORT WEST BUILDING E6 P.O. BOX 1271 CLEARFIELD, UT 73105	1004729 - Agency Agreement	\$0.00
MOUNTAIN, LEE FOURLEAF TOWERS CONDOS 5110 SAN FELIPE, #107-W HOUSTON, TX 77056	1005016 - Royalty Agreement, 1005017 - Royalty Agreement, 1005043 - Royalty Agreement	\$4,946.54
MOVE FOR FUN, LLC, KAREN WEILLER ABELS 1212 WILTSHIRE DR. CARROLTON, TX 75007	1003907 - Licensing Agreement	\$28.34
MUEHL, LOIS 430 CRESTVIEW AVENUE IOWA CITY, IA 52245	1001368 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
MULAZZANI, SIMONA VIA GIORDAN BRUNO 31 PESARO, 61000 ITALY	1001968 - Royalty Agreement	\$0.00
MULTIPI, INC. 8234 MOLLER RANCH DRIVE PLEASANTON, CA 94588	1002398 - Licensing Agreement	\$0.00
MUNRO, JENNY 1405 SOLANA DRIVE BELMONT, CA 94002	1002742 - Royalty Agreement, 1002743 - Royalty Agreement	\$0.00
MURPHY, JOHN F. 4 CAMELOT DRIVE HINGHAM, MA 02043	1002744 - Royalty Agreement	\$0.00
MUSIC WITH MAR, INC. 149 GARLAND CIRCLE PALM HARBOR, FL 34683	1000998 - Vendor Agreement, 1002435 - Vendor Agreement	\$298.30
MUSSER, STEPHANIE 8610 SW FAIRWAY DRIVE PORTLAND, OR 97225	1000773 - Royalty Agreement	\$0.00
N.Y.S. DEPARTMENT OF STATE DIVISION OF CORPORATIONS 99 WASHINGTON AVENUE 6TH FLOOR ALBANY, NY 12231	1004583 - Customer Agreement, 1004758 - Customer Agreement	\$0.00
NASO, MICHAEL JAMES 2034 DESMOND DR DECATUR, GA 30033	1000776 - Licensing Agreement	\$118.22
NATHAN EDELSON EDELSON 526 HICKORY STREET MISSOULA, MT 59801	1000904 - Royalty Agreement	\$0.00
NATIONAL CHARTER SCHOOLS CONFERENCE 2013 1101 FIFTEENCH STREET NW SUITE 1010 WASHINGTON, DC 20005	1005075 - Service Contract	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
NATIONAL COUNCIL OF TEACHERS OF MATHEMATICS 1906 ASSOCIATION DRIVE RESTON, VA 20191-1502	1004175 - Service Contract	\$149.00
NATURAL SCIENCES INDUSTRIES, LTD. 910 ORLANDO AVENUE WEST HEMPSTEAD, NY 11552	1004688 - Licensing Agreement, 1004689 - Licensing Agreement, 1004690 - Licensing Agreement	\$0.00
NCR CORPORATION 3097 SATELLITE BOULEVARD 2ND FLOOR DULUTH, GA 30096	1003081 - Trademark or IP Agreement	\$100,000.00
NEAL CLEAVER, JO ANNE 2251 CAROLINA STREET DALLAS, TX 75241	1002131 - Royalty Agreement	\$158.59
NEAULT, MARY ANN 801 EAGLE HEIGHTS DRIVE SOUTH LYON, MI 48178	1000778 - Royalty Agreement	\$0.00
NEOPOST NEW ENGLAND 478 WHEELERS FARMS RD MILFORD, CT 06461	1002399 - Lease: Equipment	\$0.00
NEOPOST USA 1335 VALWOOD PARKWAY STE1111 CARROLLTON, TX 75006	1004670 - Lease: Equipment	\$0.00
NETWORK SOLUTIONS LLC 12808 GRAN BAY PARKWAY WEST JACKSONVILLE, FL 32258	1003583 - Software Licensing Agreement, 1003584 - Software Licensing Agreement, 1003585 - Software Licensing Agreement, 1003586 - Software Licensing Agreement, 1003587 - Software Licensing Agreement	\$0.00
NEUSTAR 46000 CENTER OAK PLAZA STERLING, VA 20166	1003588 - Purchase Contract / Purchase Order	\$0.00
NEW SCHOOL MUSIC 915 KELLEY ROAD MEMPHIS, TN 38111	1004525 - Royalty Agreement, 1004526 - Royalty Agreement	\$0.00
NEW YORK CITY DEPARTMENT OF EDUCATION 65 COURT STREET BROOKLYN, NY 11201	1003729 - Customer Agreement, 1004708 - Customer Agreement, 1004759 - Customer Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
NEW YORK CITY BOARD OF EDUCATION 52 CHAMBERS STREET NEW YORK, NY 10007	1004703 - Customer Agreement	\$0.00
NEW YORK CITY BOARD OF EDUCATION DIVISION OF FINANCIAL OPERATIONS PURCHASING MANAGE TWEED COURTHOUSE 52 CHAMBERS STREET NEW YORK, NY 10007	1005092 - Customer Agreement	\$0.00
NEW YORK UNIVERSITY 70 WASHINGTON SQUARE SOUTH NEW YORK, NY 10012	1003929 - Licensing Agreement, 1004270 - Licensing Agreement	\$0.00
NICHOLS, AUSTIN P. 8 REEF ROAD CAPE ELIZABETH, ME 04107	1002746 - Royalty Agreement	\$0.00
NIELSON, NANCY 11710 S 203RD STREET GRETNA, NE 68028	1000779 - Licensing Agreement	\$6.11
NIEMAN INC. 1213 WILMETTE AVENUE SUITE 200 WILMETTE, IL 60091	1003932 - Service Contract	
NISHI ATHLETIC GOODS CO., LTD SAKURI BUILDING 3F 32-8 1- CHROME KOMEIDO, KOTO-KU TOKYO, 136 JAPAN	1000777 - Royalty Agreement	\$39,349.80 \$147.72
NORBERG, BILL 6973 KEENEY NILES, IL 60714	1000780 - Royalty Agreement	\$0.00
NORSTAN COMMUNICATIONS, INC. D/B/A BLACK BOX NETWORK SERVICES 1000 PARK DRIVE LAWRENCE, PA 15055	1002299 - Service Contract, 1002300 - Service Contract, 1002301 - Service Contract, 1002302 - Service Contract	\$0.00
NORTH KANSAS CITY PUBLIC SCHOOLS 2000 NE 46TH ST. KANSAS CITY, MO 64116	1004835 - Customer Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
NORTH SHORE DATA SERVICES INC 34 ROGERS RD HAVERHILL, MA 01835	1003589 - IT Contract, 1003590 - Maintenance: Equipment, 1003591 - Maintenance: Equipment, 1003592 - Maintenance: Equipment, 1003593 - Maintenance: Equipment, 1003594 - IT Contract	\$250.00
NORTH STAR MINI STORAGE 483 WEST COUNTY ROAD E SHOREVIEW, MN 55126	1005122 - Lease: Building and Land	\$0.00
NORTHWEST TEXTBOOK DEPOSITORY COMPANY P.O. BOX 5608 PORTLAND, OR 97228-5608	1004313 - Distribution Agreement, 1004730 - Agency Agreement	\$0.00
NOTTINGHAM CONSULTANTS LIMITED BURTON STREET NOTTINGHAM, NG14BU UNITED KINGDOM	1000781 - Licensing Agreement, 1001410 - royalty agreement, 1003944 - Licensing Agreement	\$0.00
NUMEDEON, INC 300 S RAYMOND AVE SUITE 7 PASADENA, CA 91105	1004343 - Trademark or IP Agreement	\$0.00
OBORG, JAN 12283 SE 42ND CT MILWAUKIE, OR 97222	1002748 - Royalty Agreement	\$0.00
OCHOA, JORGE 8031 BIG BEND SAN ANTONIO, TX 78250	1001411 - Licensing Agreement	\$58.03
ODONNELL, CHARLES A. 174 ANDREW LANE HANSON, MA 02342	1002747 - Royalty Agreement	\$0.00
OHAUS CORPORATION P.O. BOX 2033 19A CHAPIN ROAD PINE BROOK, NJ 07058	1003727 - Software Licensing Agreement, 1003728 - Software Licensing Agreement	\$78,403.90
OMNIKIN INC. 8083 BOUL. DU CENTRE HOSPITALIER C.P. 45009 CHARNY, QC G6X 3R4 CANADA	1001575 - Licensing Agreement, 1001576 - Licensing Agreement, 1000191 - Vendor Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
OMNIKIN INC. 8083 BOUL. DU CENTRE HOSPITALIER C.P. 45009 CHARNY, QC G6X 3R4 CANADA	1001575 - Licensing Agreement, 1001576 - Licensing Agreement, 1000191 - Vendor Agreement	\$9,194.66
OPEN TEXT INC 100 TRI-STATE PKWY 3RD FLOOR LINCOLNSHIRE, IL 60069	1003595 - Software Licensing Agreement	\$0.00
ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	1003597 - Software Licensing Agreement, 1003598 - Software Licensing Agreement, 1003743 - Service Contract, 1003744 - Service Contract, 1003745 - Service Contract, 1003746 - Service Contract, 1003747 - Service Contract, 1003748 - Service Contract, 1003962 - Software Licensing Agreement, 1003964 - Purchase Contract / Purchase Order, 1003965 - Purchase Contract / Purchase Order, 1003967 - Software Licensing Agreement, 1003968 - Purchase Contract / Purchase Order, 1003970 - , 1003971 - Distribution Agreement, 1003972 - Distribution Agreement, 1003974 - Software Licensing Agreement, 1003975 - Purchase Contract / Purchase Order, 1003976 - Purchase Contract / Purchase Order, 1003977 - Purchase Contract / Purchase Order, 1003978 - Purchase Contract / Purchase Order, 1003979 - Purchase Contract / Purchase Order, 1003980 - Purchase Contract / Purchase Order, 1003981 - Purchase Contract / Purchase Order, 1003982 - Purchase Contract / Purchase Order, 1003985 - Purchase Order, 1003986 - Purchase Contract / Purchase Order, 1003987 - Purchase Contract / Purchase Order, 1003988 - Purchase Contract / Purchase Order, 1003989 - Distribution Agreement, 1003990 - Royalty Agreement, 1003991 - Distribution Agreement, 1003992 - Distribution Agreement, 1003993 - Service Contract, 1003994 - Purchase Contract / Purchase Order, 1003995 - Purchase Contract / Purchase Order, 1003996 - Purchase Contract / Purchase Order, 1003997 - Purchase Contract / Purchase Order, 1003998 - Purchase Contract / Purchase Order, 1003999 - Purchase Contract / Purchase Order, 1004000 - Purchase Contract / Purchase Order, 1004001 - Purchase Contract / Purchase Order, 1004002 - Purchase Contract / Purchase Order, 1004003 - Purchase Contract / Purchase Order, 1004766 - Software Licensing Agreement, 1004767 - Software Licensing Agreement, 1004768 - Software Licensing Agreement, 1004769 - Software Licensing Agreement	\$0.00
OREGON DEPARTMENT OF EDUCATION PUBLIC SERVICE BUILDING 255 CAPITOL STREET NE SALEM, OR 97310	1003540 - Customer Agreement, 1004712 - Customer Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ORGEL, JOSEPH R. 2016 AVENUE N BROOKLYN, NY 11210	1002750 - Royalty Agreement	\$0.00
ORION INFOTECH, LLC 2279 WEST PERSHING ST #12 APPLETON, WI 54942	1003749 - Service Contract, 1003750 - Service Contract, 1003751 - Service Contract, 1003752 - Service Contract, 1003753 - Service Contract, 1003754 - Service Contract	\$0.00
ORNATO, JOSEPH 52 WHITNEY STREET HARTFORD, CT 06105	1005044 - Royalty Agreement	\$343.08
OSLAND, CINDY 5680 CROW DRIVE CUMMING, GA 30041	1001412 - Licensing Agreement	\$0.70
OTIS ELEVATOR COMPANY OTIS MANCHESTER 915 HOLT AVENUE SUITE 8 MANCHESTER, NH 03109	1004177 - Service Contract, 1004263 - Service Contract	\$1,954.24
OWEN, MELISSA JO 5100 AVENUE G. AUSTIN, TX 78751	1002752 - Royalty Agreement	\$77.31
PACIFIC PLAY TENTS, INC 2801 E. 12TH STREET ANGELES, CA 90023	1001698 - Vendor Agreement, 1002436 - Vendor Agreement, 1004502 - Vendor Agreement	\$1,047.75
PAGE, MARY 50 TAFT AVE W. NEWTON, MA 02465	1002753 - Royalty Agreement	\$399.53
PANNIER, PAMELA S. 1415 NORTH BRISTOLWOOD DR FREMONT, NE 68025	1004673 - Lease: Building and Land, 1004675 - Lease: Building and Land, 1004679 - Lease: Building and Land	\$0.00
PANNIER, ROGER D. AND PAMELA S. 3400 BIG ISLAND ROAD FREMONT, NE 68025	1003334 - Lease: Building and Land, 1005211 - H&S Lease Fremont NE 4th Amendment	\$0.00
PANNIER, ROGER D. 3400 BIG ISLAND ROAD FREMONT, NE 68025	1004672 - Lease: Building and Land, 1004674 - Lease: Building and Land, 1004678 - Lease: Building and Land	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
PANPACIFIC SOURCING, LLC 481 GREAT PLAIN AVE. NEEDHAM, MA 02492	1005139 - Vendor Agreement	\$0.00
PARANTO, ARLEN 210 ORCHARD AVENUE SOUTH EATONVILLE, WA 98328	1001615 - Royalty Agreement	\$0.00
PARROTT, DANA 117-7295 MOFFATT RD RICHMOND, BC V6Y 3E5 CANADA	1004464 - Independent Contractors, 1004870 - Independent Contractors	\$0.00
PAT HALES 4522 FARMWOOD DRIVE ROANOKE, VA 24018	1001148 - Licensing Agreement	\$361.49
PATALANO, DEBORAH 120 RIDGEWOOD CIRCLE RINCON, GA 31326	1001158 - Licensing Agreement, 1001416 - Licensing Agreement, 1001417 - Licensing Agreement, 1001418 - royalty agreement, 1001419 - Licensing Agreement	\$414.72
PATHWAYS FOR LEARNING, LLC 3315 SPRINGBANK LN STE 300	1001159 - Licensing Agreement, 1001160 - Licensing Agreement	\$408.42
CHARLOTTE, NC 28226-3198 PAUKER, DR. ROBERT A. 1007 FARMINGTON AVENUE SUITE #15 WEST HARTFORD, CT 06107	1002754 - Royalty Agreement	\$0.00
PAUL, WEISS, FIFKIND, WHARTON & GARRISON LLP 1285 AVENUE OF THE AMERICAS NEW YORK, NY 10019-6064	1000653 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.), 1004564 - Finance Agreement (Secured Lenders, Bonds, Mortgages, etc.), 1004565 - Finance Agreement (Secured Lenders, Bonds, Mortgages, etc.)	\$0.00
PAVLICEK, JUDITH 2335 MADRONA LANE CANBY, OR 97013	1002755 - Royalty Agreement, 1002756 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
PAYMENTECH L.P. 4 NORTHEASTERN BOULEVARD SALEM, NH 03079-1952	1004345 - Sales Contract/Trade Agreement, 1004347 - Sales Contract/Trade Agreement, 1004348 - Sales Contract/Trade Agreement, 1004350 - Sales Contract/Trade Agreement, 1004351 - Sales Contract/Trade Agreement, 1004353 - Sales Contract/Trade Agreement, 1004354 - Sales Contract/Trade Agreement, 1004355 - Sales Contract/Trade Agreement, 1004356 - Sales Contract/Trade Agreement, 1004357 - Sales Contract/Trade Agreement, 1004358 - Sales Contract/Trade Agreement, 1004359 - Sales Contract/Trade Agreement	\$0.00
PEARSON EDUCATION, INC. 160 GOULD STREET NEEDHAM HEIGHTS, MA 02194	1004691 - Software Licensing Agreement	\$1,713.88
PECHTER HERRING, JANICE G. 12205 GUINEVERE ROAD GLENN DALE, MD 20769	1001884 - Royalty Agreement, 1001885 - Royalty Agreement	\$0.00
PECK, CAROLINE Z. 30 EDEN AVE.	1002757 - Royalty Agreement	\$33.20
W. NEWTON, MA 02465		\$0.00
PENGUIN YOUNG READERS GROUP 345 HUDSON STREET NEW YORK, NY 10014	1002013 - Royalty Agreement	
PENLAND, JAMES H. JR. 2948 SANDRA DR SNELLVILLE, GA 30078	1001162 - Royalty Agreement	\$0.00
PERELLA WEINBERG PARTNERS LP 767 FIFTH AVENUE NEW YORK, NY 10022	1001493 - Finance Agreement (Secured Lenders, Bonds, Mortgages, etc.), 1003110 - Banking Service Agreement, 1003111 - Confidentiality Agreement	\$0.00
PERLMAN, EILEEN 146 WOODBROOK ROAD WHITE PLAINS, NY 10605	1002758 - Royalty Agreement	\$4,590.11
PESKA CONSTRUCTION INC. 2700 N. FOURTH AVENUE SIOUX FALLS, SD 57104	1004421 - Service Contract	\$0.00
PHYLLIDES, GEORGE S. 1200 MASSACHUSETTS AVENUE CAMBRIDGE, MA 02138	1002759 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
PICKETT, RUSSELL 621 MEMORIAL DRIVE #1218 CHATTANOOGA, TN 37415	1001165 - Royalty Agreement	\$0.00
PIERBRIDGE, INC.. 197M BOSTON POST ROAD WEST #52 MARLBOROUGH, MA 01752	1003757 - Purchase Contract / Purchase Order, 1003758 - Purchase Contract / Purchase Order	\$900.00
PIERCE, J. RENEE 216 CENTENNIAL AVENUE CHICO, CA 95928	1001023 - Royalty Agreement, 1001030 - Royalty Agreement	\$0.00
PIERCE, MAYNARD 4856 HIGH FOREST DRIVE DULUTH, GA 30096	1001164 - Royalty Agreement	\$0.00
PIERSOL, KAY 167 SW CONFEDERATE GLEN LAKE CITY, FL 32035	1001166 - Licensing Agreement	\$39.78
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC (PBGFS) 1 ELMCROFT ROAD STAMFORD, CT 06926-0700	1003103 - Lease: Equipment, 1003147 - Vendor Agreement, 1003702 - Lease: Equipment, 1003703 - Lease: Equipment, 1004202 - Lease: Equipment, 1004272 - Service Contract, 1004273 - Lease: Equipment, 1000120 - Lease: Equipment, 1004785 - Lease: Equipment, 1004786 - Lease: Equipment, 1001181 - Lease: Equipment, 1001393 - Lease: Equipment	\$10,855.00
PLUMMER, DAVID P.O. BOX 6144 EUREKA, CA 95502	1001916 - Royalty Agreement, 1001918 - Royalty Agreement, 1001920 - Royalty Agreement, 1001922 - Royalty Agreement, 1002613 - Royalty Agreement, 1002614 - Royalty Agreement, 1002615 - Royalty Agreement, 1002616 - Royalty Agreement, 1002617 - Royalty Agreement, 1002618 - Royalty Agreement	\$0.00
PLUNKETT, MILDRED 345 BROOKLINE STREET CAMBRIDGE, MA 02139	1002760 - Royalty Agreement	\$0.00
POLIN, ALAIN 22 ALEE DU COLISEE VILLENEUVE D ASCQ, 59650 FRANCE	1001167 - Licensing Agreement	\$9.49
POWELL, DARRYL 278 HOWLAND AVE ROCHESTER, NY 14620	1004692 - Commission Agreement	\$766.86

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
PPL ELECTRIC UTILITIES METERING SUPPORT 1 SCOTCH PINE DRIVE HAZLE TWP, PA 18202-9761	1003677 - Service Contract	\$6,888.54
PREMIER AGENDAS, INC. 2000 KENTUCKY STREET BELLINGHAM, WA 98229	1003080 - Service Contract, 1004840 - Service Contract	\$0.00
PREMIER GLOBAL SERVICES 225 KING STREET WEST SUITE 900 TORONTO, ON M5V 3M2 CANADA	1002401 - Software Licensing Agreement	\$0.00
PREMIER SCHOOL AGENDAS, LTD. 5510 268TH STREET #200 LANGLEY, BC V4W 3X4 CANADA	1002358 - Trademark or IP Agreement, 1002359 - Service Contract	\$0.00
PRICE, HUGH 9 HENSONS WAY ORLEANS, MA 02653	1002761 - Royalty Agreement	\$257.46
PRICE, HUGH 9 HENSONS WAY ORLEANS, MA 02653	1005332 - Royalty Agreement	\$12,569.75
PRITTINEN, DIANA P.O. BOX 441 BRIDGMAN, MI 49106	1001168 - Licensing Agreement	\$291.21
PRODOGY SPORTS INTERNATIONAL 185 SOUTHERLAND COURT TROPIC, UT 84776	1001112 - Licensing Agreement, 1001113 - Licensing Agreement	\$1,630.12
PROGRESS LEANING, INC. (PLI) P.O. BOX 545 KENNEBUNK, ME 04043	1002403 - Royalty Agreement, 1002404 - Royalty Agreement	\$0.00
PROMETHEAN, INC. 3365 SANCTUARY PARKWAY SUITE 400 ALPHARETTA, GA 30009	1002587 - Vendor Agreement	\$2,974.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
PS TEXAS HOLDINGS, LTD 12522 SHEPHERDS RIDGE HOUSTON, TX 77077	1001204 - Lease: Building and Land	\$0.00
PUBLIC STORAGE PO BOX 25050 GLENDALE, CA 91221-5050	1000079 - Lease: Building and Land, 1002200 - Lease: Building and Land	\$463.00
PUBLIC STORAGE PO BOX 25050 GLENDALE, CA 91221-5050	1005181 - Lease: Building and Land	\$0.00
PUBLISHING SOLUTIONS GROUP 400 W. CUMMINGS PARK SUITE 2600 WOBBURN, MA 01801	1004134 - Vendor Agreement	\$0.00
PUG PARRIS MCMURRAY STATION BOX 188 ABILENE, TX 79697	1001415 - royalty agreement	\$0.00
QS QUIK MINI STORAGE 200 INDUSTRIAL DRIVE LEXINGTON, SC 29072	1002178 - Lease: Building and Land	\$0.00
QS QUIK MINI STORAGE 200 INDUSTRIAL DRIVE LEXINGTON, SC 29072	1005182 - Lease: Building and Land	\$0.00
QUAERO CORPORATION 1930 CAMDEN ROAD SUITE 200 CHARLOTTE, NC 28203	1003759 - Maintenance: Software, 1002343 - Vendor Agreement	\$109,580.00
QUALITY FAMILY ENTERTAINMENT INC. C/O NANCY C. SCHNAPF 1123 BROADWAY SUITE 806 NEW YORK, NY 10010	1002620 -, 1002621 - Royalty Agreement	\$0.00
QUEST SOFTWARE, INC. 5 POLARIS WAY #52 ALISO VIEJO, CA 92656	1003761 - Purchase Contract / Purchase Order, 1003762 - Purchase Contract / Purchase Order	\$0.00
QUICK, JENNIFER 4002 BALDWIN DRIVE LAUREL, MS 39440	1001370 - Royalty Agreement, 1002454 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
QWEST COMMUNICATIONS COMPANY D/B/A CENTURYLINK QCC 500 W SILVER SPRING DR GLENDALE, WI 53217	1002880 - Service Contract, 1002881 - Service Contract, 1002882 - Service Contract, 1002883 - Service Contract, 1002884 - Service Contract, 1002885 - Service Contract, 1002886 - Service Contract, 1003353 - Professional Service Contract (& Temps), 1003354 - Professional Service Contract (& Temps), 1003355 - Professional Service Contract (& Temps), 1005393 - Service Contract, 1005392 - Service Contract	\$39,896.60
RACHEL ANN GEORGE P.O. BOX 203 240 NORTH CLOUD PEAK BYRON, WY 82412	1001220 - Royalty Agreement	\$63.85
RAFII, VIRGINIA 15021 STARRY NIGHT LANE CENTERVILLE, VA 20120	1001812 - Licensing Agreement	\$25.76
RAINES, BERNICE 6308 DOUGLAS DALLAS, TX 75205	1002762 - Royalty Agreement	\$0.00
RAINHOLD, PATRICIA 2940 SE BALFOUR ST. MILWAUKIE, OR 97222	1002763 - Royalty Agreement, 1002764 - Royalty Agreement	\$0.00
RAK, ELSIE T. 15 DURANT AVE MAYNARD, MA 01754	1002765 - Royalty Agreement	\$64.11
RAMBO, KATHY PO BOX 43 NORTHVILLE, MI 48167-0043	1001813 - Royalty Agreement	\$1,508.31
RAMPAGE 411 WAVERLEY OAKS ROAD SUITE 138 WALTHAM, MA 02452-8405	1004671 - Vendor Agreement	\$1,750.00
RAND MEDIA COMPANY LLC 265 POST ROAD WEST WESTPORT, CT 06880	1004276 - Licensing Agreement, 1004278 - Licensing Agreement, 1004279 - Licensing Agreement, 1004280 - Licensing Agreement, 1004275 - Licensing Agreement, 1004277 - Licensing Agreement	\$0.00
RANGER, CARL 11452 GENESEE ROAD CLIO, MI 48420	1001814 - Royalty Agreement	\$8.34

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
RAPID7, LLC 800 BOYLSTON STREET 29TH FLOOR BOSTON, MA 02199-8095	1003763 - Purchase Contract / Purchase Order, 1003765 - Purchase Contract / Purchase Order	\$0.00
RAUBUCK, DANIEL L. 8600 EAST DAVIS AVENUE TERRE HAUTE, IN 47805	1001815 - Licensing Agreement, 1001816 - Licensing Agreement	\$46.93
RAYMOND, GAIL 133 DIBBLE LANE COLUMBIA, SC 29223	1001371 - Royalty Agreement, 1001878 - Royalty Agreement	\$0.00
REASON, LUANNE 3065 HEATH AVE. BRONX, NY 10463	1001239 - Royalty Agreement	\$16.27
REBER, KIM 370 ONEIDA DRIVE READING, PA 19608	1001240 - Royalty Agreement	\$0.00
REDD, KELLY 1002 12TH STREET #103 SANTA MONICA, CA 90403	1001242 - Royalty Agreement	\$0.00
REED INTERNATIONAL BOOKS AUSTRALIA PTY LTD CAN 001 002 357 OF 22 SALMON STREET VICTORIA PORT MELBOURNE, 3207 AUSTRALIA	1002393 - Distribution Agreement, 1002400 - Distribution Agreement	\$0.00
REED, LORNA C. 173 DARTMOUTH AVENUE FAIRHAVEN, NJ 07704	1002766 - Royalty Agreement, 1002767 - Royalty Agreement	\$0.00
REESINK, CAROLE 2340 BAYFIELD RD MUSCATINE, IA 52761-8411	1004180 - Royalty Agreement, 1004182 - Royalty Agreement, 1004184 - Royalty Agreement, 1004186 - Royalty Agreement, 1004187 - Royalty Agreement, 1004189 - Royalty Agreement, 1004191 - Royalty Agreement, 1004193 - Royalty Agreement, 1004652 - Licensing Agreement, 1004654 - Royalty Agreement, 1004656 - Royalty Agreement, 1004658 - Royalty Agreement, 1004757 - Royalty Agreement	\$168.18

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
REGENTS OF THE UNIVERSITY OF CALIFORNIA LAWRENCE HALL OF SCIENCE BERKELEY, CA 94720-5200	1004004 - Software Licensing Agreement, 1004006 - Distribution Agreement, 1004009 - Trademark or IP Agreement, 1004011 - Trademark or IP Agreement, 1004012 - Trademark or IP Agreement, 1004737 - Trademark or IP Agreement, 1004738 - Trademark or IP Agreement, 1004739 - Trademark or IP Agreement, 1004740 - Trademark or IP Agreement, 1004741 - Trademark or IP Agreement	\$109,222.40
REHAB CHOICE INCORPORATED 21 POINT WEST BOULEVARD ST. CHARLES, MO 63301	1001372 - Royalty Agreement	\$0.00
REICHERZER, KATHLEEN 915 LINDA LOU SAN ANTONIO, TX 78223	1001241 - Royalty Agreement	\$389.41
REID, ROBERT G. 632 EVERGREEN STREET EMMAUS, PA 18049	1001243 - Royalty Agreement	\$0.00
REIMER, PAM 150 ELYSIAN DR MOORESVILLE, NC 28117	1001306 - Royalty Agreement	\$1,843.43
RENKEL, JEFF P.O. BOX 288 BATSON, TX 77519	1003960 - Storage Agreement	\$614.04
RESOURCE ASSOCIATES P.O. BOX 6517 FARMINGTON, NM 87499	1004529 - Sales Contract/Trade Agreement	\$0.00
RETAIL SYSTEMS, LTD 405 WEST RANDOLF HEYWORTH, IL 61745	1000935 - Royalty Agreement, 1000936 - Royalty Agreement	\$0.00
RHYTHM BAND INSTRUMENTS LLC 1316 E LANCASTER AVE FORT WORTH, TX 76102	1001465 - vendor agreement, 1003126 - Vendor Agreement	\$2,299.50
RICHARD CENDALI ENTERPRISES, INC. 5721 ARAPAHOE SUITE 1A BOULDER, CO 80303	1001182 - Royalty Agreement	\$766.78
RICHARDS, BILLY 211 LAKESIDE DR DOTHAN, AL 36301	1001866 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.), 1001871 - Royalty Agreement	\$0.00

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
RICHARDS, EILEEN 7485 OLD VINCENNE ROAD FLOYDS KNOBS, TN 47119	1001864 - Royalty Agreement	\$0.00
RICHARDS, WILLIAM 359 BAY HILL COURT LAWRENCEVILLE, GA 30043	1001304 - Royalty Agreement, 1001305 - Licensing Agreement, 1001867 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.), 1001868 - Royalty Agreement, 1001869 - Royalty Agreement	\$458.00
RIDGEWOOD BOARD OF EDUCATION 49 COTTAGE PLACE RIDGEWOOD, NJ 07451	1002773 - Royalty Agreement	\$1,003.45
RIESE, ALAN W. 3317 HAMILTON WAY LOS ANGELES, CA 90026	1002774 - Royalty Agreement	\$0.00
RILEY, ANNE 5211 BOYCE SPRINGS HOUSTON, TX 77066	1001307 - Royalty Agreement	\$0.00
RIVERA, CAROL 720 AVENIDA AMIGO SAN MARCOS, CA 92069	1001308 - Licensing Agreement, 1002089 - Royalty Agreement, 1002090 - Royalty Agreement, 1002091 - Royalty Agreement, 1002092 - Royalty Agreement, 1002099 - Royalty Agreement, 1002745 - Royalty Agreement	\$0.00
ROBINSON, MELISSA M. 2359 FALCON HILL DRIVE AIKEN, SC 29803	1001972 - Licensing Agreement	\$28.55
RODGERS, BEVERLY W. 1835 LAS FLORES DR. GLENDALE, CA 91207	1002771 - Royalty Agreement	\$0.00
ROFFMAN, ARLIE 36 GLENDALE RD MARBLEHEAD, MA 01945	1002772 - Royalty Agreement	\$0.00
ROGAL, SAMUEL J. 523 TENTH STREET LA SALLE, IL 61301	1002769 - Royalty Agreement	\$0.00
ROGERS COMMUNICATIONS PARTNERSHIP 333 BLOOR STREET EAST 7TH FLOOR TORONTO, ONTARIO M4W 1G9 CANADA	1003767 - Purchase Contract / Purchase Order	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
ROME, PAULA 622 5TH ST S.W. ROCHESTER, MN 55901	1002770 - Royalty Agreement	\$425.74
ROME, PAULA 622 5TH ST S.W. ROCHESTER, MN 55901	1002751 - Royalty Agreement	\$425.76
ROSE SIMMS, SUSAN 717 CENTURY WAY DANVILLE, CA 94526	1001596 - Licensing Agreement, 1001597 - Licensing Agreement, 1001598 - Licensing Agreement, 1001599 - Licensing Agreement, 1001600 - Licensing Agreement, 1001601 - Licensing Agreement, 1001602 - Licensing Agreement, 1001603 - Licensing Agreement, 1001604 - Licensing Agreement, 1003869 - Royalty Agreement	\$216.21
ROSSELL, FLORENCE ATTN MAUREEN STEWART TRUST UW FLORENCE ROSWELL ATAPCO FINANCIAL SERVICES INC 10 E BALTIMORE ST., SUITE 1101 BALTIMORE, MD 21202	1002768 - Royalty Agreement	\$0.00
RTPI 311 CURTIS ST. JAMESTOWN, NY 14701	1004693 - Royalty Agreement	\$0.00
RUSH UNIVERSITY MEDICAL CENTER 1653 WEST CONGRESS PARKWAY CHICAGO, IL 60612	1004285 - Licensing Agreement	\$0.00
RUSSELL, LAURA 6408 68TH DR E PALMETTO, FL 34221	1001978 - Licensing Agreement	\$218.01
RUSO, CONNIE / KOHN, SHIRLEY / KOHN, ELLIOT 323 CONCORD STREET DIX HILLS, NY 11746	1005014 - Royalty Agreement, 1005015 - Royalty Agreement	\$338.19
RUSO, CONNIE 323 CONCORD STREET DIX HILLS, NY 10514	1002776 - Royalty Agreement, 1005013 - Royalty Agreement, 1005033 - Royalty Agreement	\$1,358.83
SABLE, SLOAN 50 HARRIS ST. BROOKLINE, MA 02446	1002777 - Royalty Agreement	\$295.54

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Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SALESFORCE.COM, INC. THE LANDMARK @ ONE MARKET SUITE 3000 SAN FRANCISCO, CA 94105	1004659 - Purchase Contract / Purchase Order	\$0.00
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	1000761 - Royalty Agreement, 1000762 - Royalty Agreement, 1000763 - Royalty Agreement, 1000764 - Royalty Agreement, 1000765 - Royalty Agreement, 1000766 - Royalty Agreement, 1000767 - Royalty Agreement, 1000768 - Royalty Agreement, 1000944 - Licensing Agreement, 1001105 - Licensing Agreement	\$455.29
SAN DIEGO STATE UNIVERSITY FOUNDATION 5250 CAMPANILE DRIVE SAN DIEGO, CA 92182-1998	1000610 - Licensing Agreement, 1004530 - Trademark or IP Agreement, 1004531 -	\$2,523.02
SAN DIEGO UNIFIED SCHOOL DISTRICT 4100 NORMAL STREET SAN DIEGO, CA 92103	1004713 - Customer Agreement	\$0.00
SANDY SLADE / SANDY SPIN SLADE, INC. P.O. BOX 1513 CORONA, CA 92878	1001605 - Licensing Agreement	\$351.64
SANTA PIETRO, MARY JO 25 HIGH STREET METUCHEN, NJ 08840	1001794 - Royalty Agreement, 1001903 - Royalty Agreement, 1001983 - Royalty Agreement, 1001984 - Royalty Agreement, 1001985 - Royalty Agreement	\$0.00
SANTOS, SANDRA 3402 MOREHEAD EL PASO, TX 79930	1000769 - Royalty Agreement	\$197.74
SARRATT, DALE 1031 CUTLER HARBOUR PASADENA, MD 21122-6526	1000770 - Royalty Agreement, 1000771 - Royalty Agreement, 1001309 - Royalty Agreement	\$1.64
SAS SOFTWARE SAS INSTITUTE, INC. 100 SAS CAMPUS DRIVE CARY, NC 27513-2414	1003768 - Purchase Contract / Purchase Order	\$0.00
SATCHWELL, LARRY 1056 OLD LOGANVILLE RD. LOGANVILLE, GA 30052	1001310 - Independent Contractors, 1001311 - Royalty Agreement, 1001312 - Royalty Agreement, 1001570 - Independent Contractors	\$154.58

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SATYAM, MAHINDRA UNIT 12 PLOT NO 35/36 ANDHRA PRADESH HYDERABAD, 500081 INDIA	1003770 - Service Contract	\$0.00
SAUBER, ROBERT 22 ROCKWELL ROAD BETHEL, CT 06801	1002048 - Royalty Agreement	\$0.00
SAVAGE, BRENDA 1616 SHROYER RD DAYTON, OH 45419	1001313 - Royalty Agreement	\$215.85
SAVAGE, JOHN 8 MILLERS JOIST PLYMOUTH, MA 02360	1005003 - Royalty Agreement, 1005004 - Royalty Agreement, 1005050 - Royalty Agreement, 1005051 - Royalty Agreement	\$223.35
SCHNEIDER & MORSE GROUP, L.L.C. 7901 HEDINGHAM ROAD SYLVANIA, OH 43560	1004694 - Royalty Agreement	\$0.00
SCHOOL BOOK SUPPLY COMPANY OF LOUISIANA 2630 DAISY AVENUE P.O. BOX 2388 BATON ROUGE, LA 70821	1004728 - Distribution Agreement	\$0.00
SCHOOL BOOK SUPPLY COMPANY OF MISSISSIPPI, LLC 4635 MICHAEL AVALON DRIVE JACKSON, MS 39209	1004312 - Distribution Agreement	\$0.00
SCHUKART, GREG 14765 SW DAVIS ROAD BEAVERTON, OR 97007	1001315 - Royalty Agreement, 1001316 - Royalty Agreement, 1001317 - Royalty Agreement, 1001318 - Royalty Agreement	\$1,188.44
SCHULMAN, LINDA 454 MARRETT ROAD LEXINGTON, MA 02173	1002778 - Royalty Agreement	\$102.75
SCHURR, LANE F. 410 N. WALNUT AVENUE FORESTOR, IL 61030	1001319 - Royalty Agreement, 1001320 - Royalty Agreement	\$310.89

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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SCICCHITANO, JERRY 860 GARROW ROAD NEWPORT NEWS, VA 23608	1001321 - Royalty Agreement	\$0.00
SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN 2222 WELBORN STREET DALLAS, TX 75219	1005018 - Royalty Agreement	\$2,774.25
SEABAUGH, STACEY 412 MULBERRY LANE PERRYVILLE, MO 63775	1001322 - Royalty Agreement	\$1.88
SEITZ, LAURENCE M. MEDICAL VISIONARY PRODUCTIONS, INC. 810 EAST BROAD STREET WESTFIELD, NJ 07090-2020	1001323 - Royalty Agreement	\$38.70
SELF STORAGE PLUS - WHITE OAK 11105 NEW HAMPSHIRE AVENUE SILVER SPRING, MD 20904	1002207 - Lease: Building and Land	\$0.00
SENECAL, DAVE 220 ASHLEY LANE HIRAM, GA 30141	1001324 - Royalty Agreement, 1001325 - Royalty Agreement	\$0.00
SHAFFER, RICHOLE 3908 NE MID-OAK RD. KANSAS CITY, MO 64116	1001326 - Royalty Agreement	\$89.70
SHAW, JOHN HIRAM COLLEGE HIRAM, OH 44234	1002779 - Royalty Agreement	\$0.00
SHEA, SUSAN 112 POST ROAD N. HAMPTON, NH 03862	1001327 - Royalty Agreement, 1001328 - Royalty Agreement	\$69.31
SHELL EDUCATION 5301 OCEANUS DRIVE HUNTINGTON BEACH, CA 92649	1000963 - Vendor Agreement, 1002953 - Vendor Agreement	\$124.74
SHIMA, VICTORIA 62 IMMEIS ROAD TENAFLY, NJ 07670	1002780 - Royalty Agreement	\$0.00
SIEGEL, MITCHELL 23 FOREST AVE OSSINING, NY 10562	1002781 - Royalty Agreement	\$0.00

School Specialty, Inc.
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CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SILVER, DONALD M. 12 WEST 72ND STREET #23A NEW YORK, NY 10023	1003722 - Royalty Agreement, 1003723 - Royalty Agreement	\$0.00
SIMON & SCHUSTER, INC. 1230 AVENUE OF THE AMERICAS NEW YORK, NY 10020	1001672 - Royalty Agreement	\$7,933.90
SIMPLEXGRINNELL ATTN BANKRUPTCY 50 TECHNOLOGY DRIVE WESTMINSTER, MA 01441	1003705 - Maintenance: Equipment, 1004447 - Service Contract	\$3,883.58
SISTERS OF ST JOSEPH 1515 W OGDEN AVENUE LA GRANGE PARK, IL 60526	1005196 - Royalty Agreement	\$28.42
SKOGTAD, PAMELA PO BOX 8 HOPE, AK 99605	1001595 - Licensing Agreement	\$176.66
SMITH, M. SHERRY 9828 SOUTH MINNICK OAK LAWN, IL 60453	1002457 - Royalty Agreement	\$0.00
SMITH, CAROLYN 89 INNINGWOOD ROAD OSSINING, NY 10562	1002074 - Royalty Agreement, 1002783 - Royalty Agreement	\$0.00
SMITH, JOHN 44 HILLSIDE AVENUE MIDLAND PARK, NJ 07432	1001607 - Royalty Agreement, 1001608 - Royalty Agreement, 1001609 - Royalty Agreement, 1001610 - Royalty Agreement	\$232.45
SMITH, KAREN 86 BREWSTER KINGSTON, NY 12401	1002784 - Royalty Agreement	\$423.80
SMITH, MARGARET T. 814 SOUTH BOIS DARC FORNEY, TX 75126	1002785 - Royalty Agreement, 1002786 - Royalty Agreement	\$0.00
SMITH, MARY S. 9828 SOUTH MINNICK OAK LAWN, IL 60453	1001987 - Royalty Agreement	\$0.00
SMITH, MICHAEL W. P.O. BOX 784 OREGON CITY, OR 97045	1002787 - Royalty Agreement, 1002788 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SMS SYSTEM MAINTENANCE SERVICES, INC. 2 CABOT ROAD SUITE 3 HUDSON, MA 01749	1003773 - Service Contract	\$360.00
SO, TERESE CONNIE 30 EVARIDGE DRIVE MARKHAM, ON L6B 1E3 CANADA	1001611 - Licensing Agreement	\$86.73
SOKOLOFF, MYKA-LYNNE 962 STONEY BROOK ROAD BREWSTER, MA 02631	1005019 - Royalty Agreement	\$91.41
SOKOLOSKI, BARBARA 2075 LAMONT AVENUE N.W. GRAND RAPIDS, MI 49504	1002789 - Royalty Agreement	\$0.00
SOLMS, LYNDIA R. 9301 MELROSE LIVONIA, MI 48150	1002061 - Royalty Agreement, 1002086 - Royalty Agreement	\$39.83
SOO VAN & STORAGE 165 INDUSTRIAL PARK SAULT STE. MARIE, ON P6C 6C3 CANADA	1004439 - Independent Contractors	\$0.00
SPARKS, DAVID PO BOX 720315 ATLANTA, GA 30358	1001612 - Royalty Agreement	\$0.00
SPIDERBALL, INC. 210 ORCHARD AVENUE SOUTH PO BOX 304 EATONVILLE, WA 98328	1001414 - royalty agreement, 1001613 - Royalty Agreement, 1001614 - Royalty Agreement, 1001616 - Royalty Agreement	\$969.00
SPIGNER, REEDIA MAE 1734 WEST 7TH STREET SAN BERNADINO, CA 92411	1001617 - Royalty Agreement	\$0.00
SPRINGFIELD LOCAL SCHOOL DISTRICT 6900 HALL STREET HOLLAND, OH 43528	1005389 - Contract	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SPS COMMERCE 1450 ENERGY PARK DRIVE SUITE 127 ST. PAUL, MN 55108	1001490 - IT Contract	\$646.25
SPUNGIN, RIKI 8 AVALON ROAD NEWTON, MA 02168	1002062 - Royalty Agreement	\$102.63
SSI MANSFIELD, L.L.C. C/O MESIROW REALTY SLAE-LEASEBACK, INC. 350 NORTH CLARK STREET CHICAGO, IL 60601	1003172 - Lease: Building and Land, 1003173 - Lease: Building and Land, 1003174 - Lease: Building and Land, 1004207 - Lease: Building and Land, 1004603 - Lease: Building and Land, 1004604 - Lease: Building and Land	\$0.00
ST. PETER, BRENDA - INVENTOR 112 PARTRIDGE LANE WEST SPRINGFIELD, MA 01089	1001703 - Licensing Agreement, 1001704 - Licensing Agreement	\$29.12
STALLWORTH TOYS 2617 CLUBHOUSE ROAD MOBILE, AL 36605	1001619 - Royalty Agreement	\$25.05
STAMAN HOLLINGWORTH, ANN 83 HENRY STREET AMHERST, MA 01002	1002700 - Royalty Agreement	\$3,076.31
STANTON, MARSHA 401 EAST 89 STREET NEW YORK, NY 10128	1002063 - Royalty Agreement	\$69.61
STATE OF LOUISIANA DEPARTMENT OF EDUCATION 1201 NORTH THIRD STREET BATON ROUGE, LA 70802-5243	1003529 - Customer Agreement, 1004237 - Customer Agreement, 1004645 - Customer Agreement	\$0.00
STATE OF NEVADA 700 E. FIFTH STREET CARSON CITY, NV 89701	1004238 - Customer Agreement, 1004239 - Customer Agreement	\$0.00
STATE OF NEW JERSEY 33 WEST STATE STREET 5TH FLOOR TRENTON, NJ 8608	1003056 - Vendor Agreement, 1003716 - Customer Agreement, 1004646 - Customer Agreement	\$0.00
STATE OF NEW MEXICO PUBLIC EDUCATION DEPARTMENT 300 DON GASPAR SANTA FE, NM 87501-2786	1003532 - Customer Agreement, 1003533 - Customer Agreement, 1004240 - Customer Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
STATE OF SOUTH CAROLINA 1429 SENATE STREET COLUMBIA, SC 29201	1003541 - Customer Agreement, 1004714 - Customer Agreement	\$0.00
STATE OF TENNESSEE STATE TEXTBOOK COMMISSION FIFTH FLOOR ANDREW JOHNSON TOWER 710 JAMES ROBERTSON PARKWAY NASHVILLE, TN 37243-0379	1003542 - Customer Agreement	\$0.00
STATION PE, INC. 2 PARWOOD DRIVE CORTLAND, NY 13045	1000473 - Trademark or IP Agreement, 1000474 - Trademark or IP Agreement	\$5,849.93
STEFANINI, SALLY A. ROUTE 6 BOX 76 TOCCOA, GA 30577	1001800 - Royalty Agreement	\$0.00
STEP2 CO, LLC 10010 AURORA-HUDSON RD STREETSBORO, OH 44241	1001850 - Vendor Agreement, 1003132 - Vendor Agreement, 1001464 - vendor agreement	\$12,479.79
STERLING COMMERCE 4800 LAKEHURST COURT DUBLIN, OH 43016-2248	1003512 - Software Licensing Agreement	\$0.00
STERN, PEGGY 3204 RIVER CRESCENT DRIVE ANNAPOLIS, MD 21401	1002067 - Royalty Agreement, 1002068 - Royalty Agreement	\$0.00
STEVE CORNELIUS 291 CR 205 WALNUT, MS 38683	1001201 - Royalty Agreement	\$56.91
STEVENS, KENNETH V. 728 CARROLL STREET BROOKLYN, NY 11215	1003787 - Independent Contractors	\$15.24
STEVENSON, MICHAEL - INVENTOR 652 DOUBLESLOT LANE HENDERSON, NV 89052	1001705 - Licensing Agreement	\$245.16
STEWART, DONALD S. 28 CUSHING AVENUE BELMONT, MA 02178	1002069 - Royalty Agreement	\$265.32

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
STICKEL, JEANETTE WILLIS 463 TOWNSEND DRIVE APTOS, CA 95003	1001991 - Royalty Agreement	\$0.00
STOCKER, BEATRICE 17 WEST 54TH STREET NEW YORK, NY 10019	1001770 - Royalty Agreement, 1001771 - Royalty Agreement, 1001905 - Royalty Agreement, 1001907 - Royalty Agreement, 1001992 - Royalty Agreement	\$0.00
STOPKA, DR. CHRISTINE 2316 NW 42ND PLACE GAINESVILLE, FL 32605	1001142 - Royalty Agreement	\$0.00
STORDEUR, KAREN M. - INVENTOR 139 LINDBERGH STREET MASSAQUEUA PARK, NY 11762	1001702 - Licensing Agreement	\$72.70
STRATEGIC PROPERTIES L.L.C ATTN DIRECTOR/OFFICER 4522 EAST OREGON STREET ELLINGHAM, WA 98226	1001398 - Lease: Building and Land, 1004213 - Lease: Building and Land, 1004288 - Lease: Building and Land	\$0.00
STRATEGIC RESOURCE MANAGEMENT, INC. 5100 POPULAR AVE. MEMPHIS, TN 38137	1003078 - Logistics Contract, 1003601 - Partnership Agreement, 1003602 - Partnership Agreement, 1003603 - Partnership Agreement, 1003604 - Partnership Agreement	\$0.00
STREAMING MEDIA HOSTING 177 RIVERSIDE AVE STE 241 NEWPORT BEACH, CA 92663	1003778 - Service Contract	\$1,759.29
STRONG, LILLIAN CENTRO EDUCATIVO STRONG 1832 CALLE MARGINAC SANTA MARIA RIO PIEDRAS, 927 PUERTO RICO	1002072 - Royalty Agreement	\$0.00
SUGAR, FRANCEE 106 E. 85 STREET NEW YORK, NY 10028	1002073 - Royalty Agreement, 1002121 - Royalty Agreement	\$132.47
SUMMERS, ALICIA - INVENTOR P.O BOX 736 LANGLEY, WA 98260	1001706 - Royalty Agreement	\$1,230.88

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
SUN LIFE ASSURANCE COMPANY OF CANADA 227 KING ST. SOUTH P.O. BOX 1601 WATERLOO, ON N2J 4C5 CANADA	1001509 - Third Party Provider (benefits, payroll, freight), 1004853 - Employee Benefit Plans, 1004867 - Employee Benefit Plans, 1004868 - Employee Benefit Plans	\$0.00
SUNDERBRUCH, ROBERTA 2500 EAST CREST AVENUE BETTENDORF, IA 52722	1001369 - Royalty Agreement, 1001993 - Royalty Agreement	\$0.00
SUNSHINE SELF STORAGE II 9881 SHERIDAN ST COOPER CITY, FL 33024	1005130 - Lease: Building and Land	\$0.00
SUPREME-STORAGE 1704 SOUTH 11TH STREET OSKALOOSA, IA 52577	1005119 - Lease: Building and Land	\$0.00
SWAN, SUSAN 1300 RAVENWOOD DRIVE ARLINGTON, TX 76013	1001620 - Licensing Agreement	\$0.00
SYMANTEC CORPORATION 20330 STEVENS CREEK BLVD. CUPERTINO, CA 95014	1003781 - Purchase Contract / Purchase Order	\$0.00
SYMANTEC.CLOUD SERVICES 350 ELLIS STREET MOUNTAIN VIEW, CA 94043	1003779 - Service Contract, 1003780 - Purchase Contract / Purchase Order, 1003781 - Purchase Contract / Purchase Order	\$19,511.21
TABER, MARTHA - INVENTOR 21047 TABERS CORNER CAPAY, CA 95607	1001707 - Licensing Agreement	\$7.26
TAKAHASHI, HIDEKO 1920 NORTH 36TH STREET APT. 3 SEATTLE, WA 98103	1001962 - Royalty Agreement	\$0.00
TARA ISAACS MARKETING 11 ROOKERY WAY LITCHFIELD, NH 03052	1003807 - Trademark or IP Agreement	\$339.29
TAY-KU, LLC 2000 1ST AVE APT 1504 SEATTLE, WA 98121-2170	1004215 - Lease: Building and Land	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
TAYLOR, GIGI & TAYLOR, DOUGLAS DRYER 1060 VEN VILLA ROAD MARIETTA, GA 30062	1001709 - Royalty Agreement	\$0.00
TAYLOR, TOM 17833 MASEMORE ROAD PARKTON, MD 21120	1001710 - Licensing Agreement	\$652.25
TCI CABLEVISION OF WASHINGTON, INC. 22025 30TH AVE SE BOTHELL, WA 98021	1004216 - Lease: Building and Land, 1004218 - Lease: Building and Land, 1004220 - Lease: Building and Land, 1004460 - Lease: Building and Land	\$31,522.75
TEKSYSTEMS GLOBAL SERVICES, LLC 7437 RACE RD HANOVER, MD 21076	1002323 - Vendor Agreement, 1002324 - Vendor Agreement, 1002328 - Employment Agency, 1002329 - Employment Agency, 1002330 - Employment Agency, 1002331 - Employment Agency, 1003630 - Professional Service Contract (& Temps), 1003631 - Professional Service Contract (& Temps), 1003632 - Professional Service Contract (& Temps), 1003633 - Professional Service Contract (& Temps), 1003634 - Professional Service Contract (& Temps), 1003635 - Professional Service Contract (& Temps), 1003636 - Professional Service Contract (& Temps), 1003637 - Professional Service Contract (& Temps), 1003638 - Professional Service Contract (& Temps), 1003639 - Professional Service Contract (& Temps), 1003640 - Professional Service Contract (& Temps), 1003641 - Professional Service Contract (& Temps), 1003784 - Service Contract, 1003785 - Service Contract	\$0.00
TEKSYSTEMS GLOBAL SERVICES, LLC 7505 METRO BLVD. SUITE 450 EDINA, MN 55439	1003783 - Service Contract	\$7,600.00
TENNESSEE BOOK COMPANY 1550 HEIL QUAKER BLVD. P.O. BOX 3009 LA VERGNE, TN 37086-1986	1004315 - Distribution Agreement, 1004779 - Customer Agreement	\$0.00
TENOSCHOK, MIKE 731 ELK COVE CT KENNESAW, GA 30152	1001712 - Royalty Agreement	\$0.00
TEXAS SCOTISH RITE HOSPITAL FOR CHILDREN 2222 WELBORN STREET DALLAS, TX 75219	1002076 - Royalty Agreement,	\$0.69

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
TEXTBOOK COMMISSION OF THE STATE OF TENNESEE 710 JAMES ROBERTSON PARKWAY NASHVILLE, TN 37243-0379	1004715 - Customer Agreement	\$0.00
THAL AND BONDER CONSULTANTS, LLC 11 STARLIGHT DRIVE COMMACK, NY 11725	1001078 - Independent Contractors	\$0.00
THE COMMONWEALTH OF MASSACHUSETTS ONE ASHBURTON PLACE BOSTON, MA 2108	1003055 - Vendor Agreement, 1003714 - Customer Agreement, 1004582 - Customer Agreement	\$0.00
THE JAMES & LAW COMPANY TEXTBOOK DEPOSITORY 217 WEST MAIN STREET P.O. BOX 2468 CLARKSBURG, WV 26302-2468	1004733 - Distribution Agreement	\$0.00
THE NATIONAL LEARNING CENTER 800 3RD STREET, NE WASHINGTON, DC 20002	1004179 - Royalty Agreement	\$0.00
THE NEMOURS FOUNDATION 1600 ROCKLAND ROAD WILMINGTON, DE 19803	1003927 - Licensing Agreement, 1004629 - Licensing Agreement	\$0.00
THE R. L. BRYAN COMPANY 301 GREYSTONE BOULEVARD POST OFFICE DRAWER 368 COLUMBIA, SC 29202-0368	1004314 - Distribution Agreement	\$0.00
THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH 2512 GEORGE MASON DRIVE P.O. BOX 6038 VIRGINIA BEACH, VA 23456-0038	1004718 - Purchase Contract / Purchase Order	\$0.00
THEIR, HERBERT 142 HODGES DRIVE MORAGA, CA 94556	1003788 - Independent Contractors	\$0.00
THOMAS DAVIS, URSELA 784 COLUMBUS AVENUE NEW YORK, NY 10025	1001945 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
THOMPSON, HEIDI 2080 SYLVAN WAY #909 LODI, CA 95242	1001714 - Licensing Agreement	\$169.89
THOMSON REUTERS 2395 MIDWAY ROAD CARROLLTON, TX 75006-2521	1004782 - Service Contract	\$0.00
THYOCOTIC SOFTWARE LTD 1255-23RD STREET NW SUITE 100 WASHINGTON, DC 20037	1003642 - Software Licensing Agreement	\$0.00
TICHY, DR. MICHAEL W. 325 SOUTHWEST TROY ST PORTLAND, OR 97219	1001717 - Royalty Agreement, 1001718 - Royalty Agreement	\$0.00
TICHY, DR. MICHAEL W. 325 SOUTHWEST TROY ST PORTLAND, OR 97219	1001719 - Royalty Agreement	\$125.54
TICHY, MIKE 325 SOUTHWEST TROY ST PORTLAND, OR 97219	1001716 - Royalty Agreement	\$0.00
TIGER TRASH P.O. BOX 2444 YORK, PA 17405-2444	1005363 - Service Contract	\$5,240.00
TIME WARNER CABLE INC. PO BOX 368 EAST SYRACUSE, NY 13057-0368	1003643 - Service Contract	\$0.00
TIPTON, JAN S. 503 6TH ST N JACKSONVILLE BEACH, FL 32250-5617	1001720 - Royalty Agreement	\$0.00
TMS TAILOR MADE SYSTEMS PTY LTD 25 SORRELL STREET NEW SOUTH WALES NORTH PARRAMATTA, 2151 AUSTRALIA	1002412 - Software Licensing Agreement, 1002413 - Software Licensing Agreement, 1002414 - Software Licensing Agreement, 1002415 - Software Licensing Agreement, 1003485 - Software Licensing Agreement, 1003486 - Software Licensing Agreement, 1003487 - Software Licensing Agreement	\$0.00
TMW MEDIA 2321 ABBOT KINNEY BLVD. TOP FLOOR VENICE, CA 90291	1003005 - Vendor Agreement, 1003789 - Royalty Agreement	\$793.25

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
TOBY RUDGINSKY, LAURA 101 MOUMOUTH ST. BROOKLINE, MA 02446	1002775 - Royalty Agreement	\$607.27
TOLZDA, TIM 1122 SENECA DRIVE MARIETTA, OH 45750	1001721 - Royalty Agreement	\$0.00
TONILLO, MIKE 253 HAILWOOD CT SUWANEE, GA 30024	1001722 - Licensing Agreement, 1001723 - Licensing Agreement	\$169.64
TOPEKA PUBLIC SCHOOLS 624 24TH AVE TOPEKA, KS 66611	1004716 - Customer Agreement, 1004717 - Customer Agreement	\$0.00
TOWLE, DAWN 95 OLD COMERS ROAD CHATHAM, MA 02633	1005063 - Royalty Agreement	\$62.40
TOYMEN P.O. BOX 404 FAIRVIEW, OK 73737	1001976 - Royalty Agreement	\$25.89
TPD MIN STORAGE LLC 1075 REMMEL DRIVE WATERTOWN, WI 53038	1004159 - Storage Agreement	\$0.00
TRADE NTE 17 SIMPSON STREET NW ATLANTA, GA 30308	1004296 - Independent Contractors	\$27,714.17
TRADE NTE 17 SIMPSON STREET ATLANTA, GA 30308	1003199 - Confidentiality Agreement	\$0.00
TRAUB, NINA ANDREW TRAUB PO BOX 1467 BLUE HILL, ME 04614	1005020 - Royalty Agreement	\$695.45
TRAUB, SANDY 1240 WINDING BRANCH LILBURN, GA 30047	1001724 - Royalty Agreement, 1001725 - Royalty Agreement, 1001726 - Royalty Agreement, 1001727 - Royalty Agreement, 1001728 - Royalty Agreement, 1001729 - Royalty Agreement, 1001730 - Royalty Agreement	\$1,016.57

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ONE TOWER SQUARE 3PB HARTFORD, CT 06183	1004919 - Customer Agreement, 1004920 - Customer Agreement, 1004938 - Customer Agreement, 1004939 - Customer Agreement, 1004949 - Customer Agreement, 1004950 - Customer Agreement, 1004951 - Customer Agreement, 1004952 - Customer Agreement, 1004959 - Customer Agreement, 1004979 - Customer Agreement, 1004983 - Customer Agreement, 1004985 - Customer Agreement, 1004987 - Customer Agreement, 1004989 - Customer Agreement, 1004990 - Customer Agreement, 1004991 - Customer Agreement, 1004996 - Customer Agreement, 1005000 - Customer Agreement, 1005001 - Customer Agreement	\$0.00
TRAVELERS GUARANTEE COMPANY OF CANADA 36 TORONTO STREET SUITE 1070 TORONTO, ON M5C 2C5 CANADA	1004966 - Customer Agreement	\$0.00
TRIOLET, CHAD 1105 CARRIAGE CT. CHESAPEAKE, VA 23322	1001686 - Royalty Agreement	\$0.00
TRISLER, ALANA / CARDIEL, PATRICE 7068 E. 53RD STREET TULSA, OK 74145	1005022 - Royalty Agreement, 1005029 - Royalty Agreement, 1005031 - Royalty Agreement, 1005052 - Royalty Agreement	\$7,280.62
TRI-TEC COMMUNICATIONS INC 25130 74TH AVE SOUTH KENT, WA 98032	1003644 - Service Contract, 1003645 - Service Contract	\$1,765.29
TROY SCHOOL DISTRICT 4420 LIVERNOIS RD. TROY, MI 48098	1004836 - Customer Agreement	\$0.00
TRUESDELL, ALEX 175 NORTH BEACON STREET WATERTOWN, MA 02172	1001043 - Royalty Agreement, 1001044 - Royalty Agreement	\$0.00
TRUGREEN LANDCARE 7 PIKE STREET NASHUA, NH 03060	1003795 - Service Contract, 1004265 - Service Contract, 1004327 - Service Contract	\$0.00
TRUSTWAVE HOLDINGS, INC. 70 W. MADISON SUITE 1050 CHICAGO, IL 60602	1003646 - Professional Service Contract (& Temps)	\$15,387.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
TRUTH AND BEAUTY UNIVERSITY OF ROCHESTER TAYLOR HALL P.O. BOX 270195 ROCHESTER, NY 14627	1004697 - Distribution Agreement	\$0.00
TSI GRAPHICS, INC. ATTN BOB AHILLEN 1300 S. RANEY STREET EFFINGHAM, IL 62401-4206	1003203 - Service Contract, 1004428 - Service Contract	\$1,680.00
TTG INC 209 BURLINGTON RD SUITE 211 BEDFORD, MA 01730	1003647 - Software Licensing Agreement	\$0.00
TUCKER-LAPLOUNT, DIANNE 2292 BASKERVILLE AVE BISHOP, CA 93514	1005046 - Royalty Agreement, 1005048 - Royalty Agreement, 1005054 - Royalty Agreement, 1005056 - Royalty Agreement	\$232.26
U.S. BANK NATIONAL ASSOCIATION 425 WALNUT STREET CINCINNATI, OH 45202-3923	1005213 - Storage & Service	\$3,969.00
UGI ENERGY SERVICES D.B.A. UGI ENERGYLINK 1 MERIDIAN BOULEVARD #2C01 WYOMISSING, PA 19610-3230	1003684 - Service Contract	\$0.00
UMR, INC. 11 SCOTT ST. WAUSAU, WI 54403	1000144 - Insurance Policies, 1004864 - Employee Benefit Plans	\$0.00
UNICA CORPORATION RESERVOIR PLACE NORTH 170 TRACER LANE WALTHAM, MA 02451	1003477 - Software Licensing Agreement	\$0.00
UNISOURCE 9001 WYOMING AVENUE NORTH BROOKLYN PARK, MN 55445	1004297 - Service Contract	\$4,718.65
UNITED EDUCATIONA SERVICES INC P.O. BOX 1099 BUFFALO, NY 14224-8099	1001338 - Royalty Agreement, 1001772 - Royalty Agreement, 1001795 - Royalty Agreement, 1001796 - Royalty Agreement, 1001797 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
UNITED HANSEL INC ATTN DIRECTOR/OFFICER 444 CAMINO DEL RIO #101 SAN DIEGO, CA 92108	1002224 - Lease: Building and Land, 1004532 - Lease: Building and Land	\$0.00
UNITED PARCEL SERVICE, INC. 1635 INDUSTRIAL PARKWAY AKRON, OH 44310-2605	1000846 - Logistics Contract, 1000847 - Logistics Contract, 1000848 - Logistics Contract, 1000849 - Logistics Contract, 1000850 - Logistics Contract, 1000851 - Logistics Contract, 1000852 - Logistics Contract, 1000853 - Logistics Contract, 1000855 - Logistics Contract, 1000856 - Logistics Contract, 1000857 - Logistics Contract, 1002311 - Service Contract, 1002313 - Service Contract, 1002314 - Service Contract, 1002315 - Service Contract, 1002316 - Service Contract, 1002317 - Service Contract, 1002318 - Service Contract	\$0.00
UNITED STOR-ALL 1007 WILLA SPRINGS DRIVE WINTER SPRINGS, FL 32708	1001238 - Service Contract	\$0.00
UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 209 SOUTH RD. CHAPEL HILL, NC 27599	1005343 - Royalty Agreement; 1005344 - Royalty Agreement; 1005345 - Royalty Agreement; 1005346 - Royalty Agreement;	\$0.00
UNIVERSITY OF WISCONSIN-MADISON FOUNDATION 1848 UNIVERSITY AVENUE MADISON, WI 53726-4090	1003649 - Service Contract, 1003648 - Service Contract	\$0.00
UPS OCEAN FREIGHT SERVICES, INC. 55 GLENLAKE PARKWAY, NE ATLANTA, GA 30328	1000845 - Logistics Contract	\$0.00
UPS SUPPLY CHAIN SOLUTIONS, INC. 12380 MORRIS ROAD ALPHARETTA, GA 30005	1002306 - Service Contract, 1002309 - Service Contract, 1002310 - Service Contract, 1002312 - Service Contract	\$0.00
U-STORE-ITMINI WAREHOUSE CO. 1201 N. STATE ROAD 7 ROYAL PALM BEACH, FL 33411	1002602 - Storage Agreement	\$0.00
UTAH STATE OFFICE OF EDUCATION 250 EAST 500 SOUTH P.O. BOX 144200 SALT LAKE CITY, UT 84114-4200	1003543 - Customer Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
VALLEY TRUCK LEASING, INC. 5668 NEUBERT ROAD APPLETON, WI 54910	1003107 - Lease: Auto	\$378.00
VAN DEN HONERT, DORTHY 115 MT. DRIVE PITTSFIELD, MA 01207	1002077 - Royalty Agreement	\$0.00
VAN LIESHOUD, MARIAN J. GENICOTLAAN 5 B. 23 BRUSSELS, 1160 BELGIUM	1001621 - Licensing Agreement	\$117.72
VCOM 55 RUTA COURT SOUTH HACKENSACK, NJ 07606	1002802 - Vendor Agreement, 1002259 - Vendor Agreement	\$4,076.46
VECTOR SECURITY 3400 MCKNIGHT EAST DRIVE PITTSBURGH, PA 15237	1004328 - Service Contract	\$727.85
VERINT SYSTEMS INC 300 COLONIAL PARKWAY SUITE 600 ROSWELL, GA 30076	1003650 - Software Licensing Agreement	\$0.00
VERTEX, INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	1000865 - Licensing Agreement,	\$0.00
VIKING CHILDRENS BOOKS 375 HUDSON STREET NEW YORK, NY 10014	1002019 - Royalty Agreement, 1002049 - Royalty Agreement, 1002050 - Royalty Agreement, 1002607 - Royalty Agreement, 1002609 - Royalty Agreement, 1002610 - Royalty Agreement, 1002611 - Royalty Agreement	\$0.00
VITAL SOURCE TECHNOLOGIES, INC. 200 PORTLAND ST. BOSTON, MA 02114	1000866 - IT Contract, 1003858 - Agreement	\$1.00
VKERNEL CORPORATION 300 BRICKSTONE SQUARE SUITE 503 ANDOVER, MA 01810	1000868 - Licensing Agreement, 1003654 - Software Licensing Agreement, 1003655 - Software Licensing Agreement	\$0.00
WAITES, LUCIUS 2701 WELBORN DALLAS, TX 75219	1002078 - Royalty Agreement	\$24.75

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
WALKER, PAM 7902 OLD DOMINION ROAD SCHUYLER, VA 22969	1001196 - Royalty Agreement	\$9.58
WALKER, PATTY 133 LINDER LANE BARRINGTON, IL 60010	1001743 - Licensing Agreement	\$190.83
WALLED LAKE CONSOLIDATED SCHOOLS 850 LADD RD. BUILDING D WALLED LAKE, MI 48390	1004837 - Customer Agreement	\$0.00
WALTER MANAGEMENT SERVICES, INC 9665 CHESAPEAKE DR., # 300 SAN DIEGO, CA 91914	1002144 - Partnership Agreement	\$0.00
WASTE MANAGEMENT W124 N8925 BOUNDARY ROAD MENOMONEE FALLS, WI 53051	1003108 - Service Contract, 1003708 - Service Contract	\$337.48
WATTERS, MICHAEL S. 1447 HOLLY STREET WEST LINN, OR 97068	1001745 - Licensing Agreement	\$558.17
WAUGH, MICHELLE 8 WALNUT STREET SHARON, MA 02067	1001994 - Royalty Agreement	\$0.00
WAVE CORPORATION 8701 MAITLAND SUMMIT BLVD # 3 ORLANDO, FL 32810-5915	1003657 - IT Contract	\$0.00
WEBB, JANE C. 1333 WINDSOR SPRING COURT KIRKWOOD, MO 63122	1001880 - Royalty Agreement, 1001882 - Royalty Agreement, 1001995 - Royalty Agreement, 1001996 - Royalty Agreement, 1001997 - Royalty Agreement, 1001998 - Royalty Agreement	\$0.00
WEBER, JOHN C. 31091 BIA SAN VICENTE SAN JUAN CAPISTRANO, MO 92675	1001999 - Royalty Agreement	\$0.00
WEISOGEL, STEPHEN 2325 NE FLANDERS ST #11 PORTLAND, OR 97232	1005065 - Royalty Agreement	\$154.06
WELLES, ANNE L. LEARNING PLACE/MANSET PO SOUTHWEST HARBOR, ME 04656	1002081 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
WESSEL, ALLAN 3110 CLOVE DRIVE MADISON, WI 53704	1001746 - Licensing Agreement	\$9.13
WHEELER, JAMES 102 MAPLE AVENUE LEOMINSTER, MA 01453	1002082 - Royalty Agreement, 1002100 - Royalty Agreement	\$0.00
WHISONANT, BRENDA L. 29 ROUND HILL DRIVE RADFORD, VA 24141-3611	1002001 - Royalty Agreement	\$0.00
WHITTEN, CRAIG 3725 HIGH SHOALS RAOD NORCROSS, GA 30092	1001747 - Licensing Agreement	\$50.96
WILLARD, OLETA K. 1311 APACHE RICHARDSON, TX 75080	1005199 - Royalty Agreement	\$0.00
WILMERDING, ELSIE 101 CHESTNUT STREET, APT E BOSTON, MA 02108	1005005 - Royalty Agreement, 1005026 - Royalty Agreement, 1005028 - Royalty Agreement, 1005061 - Royalty Agreement, 1005062 - Royalty Agreement, 1005059 - Royalty Agreement	\$316.00
WILSON, CHRISTINA 1611 KIRKGATE LANE MIDLOTHIAN, VA 23114	1001760 - Licensing Agreement	\$117.76
WILSON, RUTH M. PO BOX 301 SAUNDERSTOWN , RI 02874	1002083 - Royalty Agreement	\$0.00
WINN, KRISTA 3131 REGENT STREET PORT ANGELES, WA 98362	1001762 - Royalty Agreement	\$0.00
WINTER, STEPHEN A. AND TERESA E. 335 WEST COLLEGE AVENUE SUITE 201 APPLETON, WI 54911	1003327 - Lease: Building and Land	\$0.00
WORDCRAFTERS 10225 E. STONEY VISTA DRIVE SUN LAKES, AZ 85248	1002128 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTER-PARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
WORKS, JOSEPHINE K. A/K/A JOSEPHINE J WORKS MATTHEW J BRESETTE, ESQUIRE NUTTER MCCLENNEN & FISH LLP WORLD TRADE CENTER WEST BOSTON, MA 02110	1005200 - Royalty Agreement	\$21.25
WORLD OF BEADS 629 FAIRVIEW LANE SCHAUMBURG, IL 60193	1002507 - Vendor Agreement, 1002537 - Vendor Agreement	\$217.20
WORLDWIDE SOFTWARE PVT. LTD. 73A 3RD NORTH AVE MAKER MAXITY, BANDRA KURLA COMPLEX MUMBAI, 400 051 INDIA	1003658 - Professional Service Contract (& Temps)	\$774.24
WORRELL, VICKI 6913 KENTFORD CIRCLE WICHITA, KS 67226	1001036 - Royalty Agreement	\$43.97
WRIGHT, JOHNNY 3347 PEACHTREE CORNERS CIRCLE APARTMENT L NORCROSS, GA 30092	1000909 - Licensing Agreement	\$8.48
WRITER, MARY C. 230 N. GARDEN TERRACE BELLINGHAM, WA 98225	1002085 - Royalty Agreement	\$0.00
WYLIE, BONITA 5970 CHARLESTON CIRCLE SHOREWOOD, MN 55331	1003792 - Independent Contractors, 1003793 - Independent Contractors	\$497.31
WYNIT DISTRIBUTION, LLC 5801 EAST TAFT ROAD SYRACUSE, NY 13212	1001063 - Vendor Agreement, 1001064 - , 1002815 - Vendor Agreement, 1002816 - Vendor Agreement, 1002817 - Vendor Agreement, 1002818 - Vendor Agreement, 1004606 - Vendor Agreement	\$763.62
WYNNE, PATRICIA 446 CENTRAL PARK WEST #4E NEW YORK, NY 10023	1003724 - Royalty Agreement, 1003725 - Royalty Agreement	\$0.00

School Specialty, Inc.
Exhibit A - Assumed Contracts

CONTRACT COUNTERPARTY	CONTRACT DESCRIPTION(S)	PROPOSED CURE
YANTRA CORPORATION ONE PARK WEST SUITE B TEWKSBURY, MA 01876	1003474 - IT Contract, 1003480 - Software Licensing Agreement, 1003481 - Software Licensing Agreement, 1003482 - Software Licensing Agreement, 1003483 - Software Licensing Agreement	\$0.00
YEE, WONG HERBERT 6591 GRANGER CT. TROY, MI 48098	1001625 - Licensing Agreement	\$0.00
YORK, GEORGE M. 142 PEARL STREET PORTLAND, ME 04101-3041	1001763 - Royalty Agreement	\$305.57
YOUNG CONAWAY STARGATT & TAYLOR, LLP RODNEY SQUARE 1000 NORTH KING STREET WILMINGTON, DE 19801	1001068 - Third Party Professional (e.g., lawyers, consultants, auditors, etc.), 1003307 - Employment Agreement	\$0.00
YOUNGSOFT INC 49197 WIXOM TECH DRIVE SUITE B WIXOM, MI 48393	1004298 - Service Contract, 1004299 - Service Contract	\$2,153.22
ZAVACKY, FRAN 2132 TARLETON DRIVE CHARLOTTESVILLE, VA 22901	1001765 - Royalty Agreement	\$0.00
ZAVACKY, FRANCESCA 2132 TARLETON DRIVE CHARLOTTESVILLE, VA 22901	1001766 - Royalty Agreement	\$0.00
ZEIGLER, MICHELE 134 HIGHWOOD AVENUE LEONIA, NJ 07605	1001764 - Royalty Agreement	\$0.00