

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

<i>In re</i>	) Chapter 11
	)
School Specialty, Inc., <i>et al.</i> ,	) Case No. 13-10125 (KJC)
	)
Debtors.	) Jointly Administered
	)
	) Objection Deadline: May 16, 2013 @ 4:00 p.m.
	) Hearing Date: May 20, 2013 @ 1:30 p.m,
	)
	) <b>Re: Docket Nos. 862 and 1044</b>

**OBJECTION OF EDUCATION DEVELOPMENT CENTER, INC. TO DEBTOR'S  
PROPOSED ASSUMPTION OF LICENSE AGREEMENT**

Education Development Center, Inc. ("EDC"), by and through its undersigned counsel, files this objection (the "Objection") to any assumption of the license agreement between EDC and School Specialty, Inc. ("SSI").

**Background**

1. EDC is a global nonprofit organization that seeks to help students and teachers develop a more useful, deeper, and lasting understanding of mathematics. EDC develops, among other things, proprietary instructional materials in the subject area of mathematics for kindergarten through fifth grades, and these particular materials are produced and distributed under EDC's "ThinkMath!" brand.

2. EDC and SSI entered into an agreement dated March 23, 2010 (the "License Agreement"), under which EDC granted SSI limited rights to use its copyrights and trademarks in connection with the production and distribution of EDC's ThinkMath! products. A copy of the License Agreement is attached hereto as Exhibit A.

3. Under the License Agreement, SSI has a number of ongoing obligations to EDC including, without limitation, working closely with EDC on all development efforts in order to



achieve the greatest success for the ThinkMath! products; consulting with EDC on ThinkMath! product design; publishing, manufacturing and marketing ThinkMath! products; and processing and fulfilling customer orders for Think Math! products. SSI is also obligated to pay royalties to EDC based on ThinkMath! product sales.

4. On January 28, 2013, SSI and its debtor affiliates petitioned this Court for relief under Chapter 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”). SSI continues to operate its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. SSI has noted in its First Amended Plan Supplement [Docket No. 1044] that it plans on assuming the License Agreement in connection with SSI’s pending chapter 11 plan of reorganization, and alleges that no cure amount is payable.<sup>1</sup> EDC objects to the assumption by SSI of the License Agreement on the grounds described below.

### **Grounds for Objection**

6. EDC objects to SSI’s proposed assumption of the License Agreement on four grounds, each of which independently prohibits assumption. First, section 365(c)(1) of the Bankruptcy Code, as applied by courts in the Third Circuit, prohibits assumption of the License Agreement, because the License Agreement is not assignable by SSI without the consent of EDC under applicable non-bankruptcy law. EDC has not consented to assignment in a manner sufficient to overcome the restrictions of such law, and assumption is therefore prohibited. Second, section 365(b)(1)(A) of the Bankruptcy Code prohibits assumption of the License Agreement, because SSI is in breach of the License Agreement for its failure to properly

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<sup>1</sup> SSI’s intentions with respect to the License Agreement were not formally indicated until Friday, May 10, 2013, when, after a request from EDC’s counsel to SSI’s counsel, SSI’s counsel sent a notice of assumption to EDC’s counsel, setting forth a proposed cure amount of zero dollars. EDC did not receive any direct notice related to assumption until May 14, 2013. SSI’s counsel has confirmed that EDC’s deadline for objecting to all assumption-related matters is May 16<sup>th</sup> at 4pm, notwithstanding potentially conflicting deadlines in the notices.

distribute EDC's ThinkMath! products. SSI has not cured such breach or provided adequate assurance that it will promptly cure such breach. Third, section 365(b)(1)(B) of the Bankruptcy Code prohibits assumption, because SSI has not compensated or provided adequate assurance that it will compensate EDC for the actual pecuniary losses suffered by EDC—the loss of royalties on sales of EDC's ThinkMath! products—as a result of SSI's breach. Fourth, section 365(b)(1)(C) of the Bankruptcy Code prohibits assumption of the License Agreement, because SSI has not provided adequate assurance of future performance of its obligations under the License Agreement—that is, assurance that SSI will in the future properly distribute EDC's ThinkMath! products.

*The License Agreement is not assumable under section 365(c)(1).*

7. Section 365(c)(1) of the Bankruptcy Code, as well as Third Circuit precedent, prohibits SSI from assuming the License Agreement without EDC's consent. In pertinent part, section 365(c)(1) provides that debtors may not “assume or assign” an executory contract if (A) “applicable law excuses a party, other than the debtor, to such contract or lease from accepting performance from or rendering performance to an entity other than the debtor or the debtor in possession” and (B) “such party does not consent to such assumption or assignment.” 11 U.S.C. § 365(c)(1). In this Circuit, contracts containing intellectual property licenses like the copyright and trademark licenses in the License Agreement are not assumable in bankruptcy because federal intellectual property law prohibits their assignment.

8. As the Third Circuit explained in *In re West Electronics*, 852 F.2d 79 (3d Cir. 1988), section 365(c)(1) prohibits debtors from assuming contracts if applicable non-bankruptcy law excuses another party to that contract from accepting performance from a hypothetical assignee. *Id.* at 83. Since federal intellectual property law prohibits debtors from assigning

intellectual property licenses of the type contained in the License Agreement outside of bankruptcy, section 365(c)(1) also prohibits debtors from assuming such licenses in bankruptcy. *See In re N.C.P. Marketing Group, Inc.*, 337 B.R. 230 (D. Nev. 2005) (addressing non-assignability of non-exclusive trademark licenses similar to those contained in the License Agreement); *Gardner v. Nike*, 110 F. Supp. 2d 1282 (C.D. Cal. 2000) (addressing non-assignability of exclusive copyright licenses similar to those contained in the License Agreement).<sup>2</sup> Therefore, section 365(c)(1) prohibits assumption of the License Agreement by SSI without EDC's consent.

9. EDC does not consent to assumption or assignment of the License Agreement, or any right or obligation thereunder, by SSI. While paragraph 21(c) of the License Agreement contains provisions regarding the assignability of the License Agreement by SSI in certain limited circumstances, those provisions are not sufficient to overcome the restrictions on assignability in federal trademark and copyright law. Paragraph 21(c) states that SSI may assign its rights and obligations under the License Agreement to certain affiliates or to a purchaser of substantially all of SSI's assets, but such assignment is expressly conditioned upon SSI's remaining secondarily liable under the License Agreement. Therefore, the "right of assignment" in paragraph 21(c) is really not an assignment at all, but is rather, in substance, a right to sublicense, because SSI remains responsible for all obligations under the License Agreement. *See Biosynexus, Inc. v. Glaxo Group Ltd.*, 11 Misc.3d 1062(A) (N.Y. Sup. 2006) (discussing distinction between assignment, which involves a full transfer of rights and obligations, and a

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<sup>2</sup> While the decision of this Court in *In re Golden Books*, 269 B.R. 311 (Bankr. D. Del. 2001), found the particular copyright license granted to the debtor in that case to be assignable, that decision is distinguishable in two major respects. First, in that case, the copyright license itself was different—the copyright license in the License Agreement is exclusive only in limited respects, making the rationale of *Gardner*, which focuses on protection of the licensor's copyrights from alienation, more applicable. Second, the copyright license in the License Agreement is coupled with a non-exclusive trademark license, which is not assignable and which causes the entire License Agreement to be non-assignable. *See In re Wellington Vision, Inc.*, 364 B.R. 129 (S.D. Fla. 2007).

sublicense, where obligations remain with the sublicensor). The reason for the requirement that SSI remain liable under the License Agreement is obvious: in granting important proprietary intellectual property license rights to SSI, EDC wanted to ensure that those rights would be conditioned on SSI's guaranteed performance of all of its obligations under the License Agreement—performance by a sublicensee would not suffice. Thus, paragraph 21(c) of the License Agreement confirms the parties' intention that the License Agreement obligations are specific and personal to SSI,<sup>3</sup> and therefore the restrictions of applicable non-bankruptcy law, made effective in bankruptcy through section 365(c)(1), prohibit both assignment and assumption of the License Agreement.

*The License Agreement is not assumable under section 365(b)(1).*

10. Even if the License Agreement could be assumed by SSI notwithstanding the restrictions of section 365(c)(1), SSI has not met the requirements for assumption under section 365(b)(1) of the Bankruptcy Code. Those requirements include (a) cure, or provision of adequate assurance for the prompt cure of, breaches of the License Agreement, (b) compensation, or adequate assurance for compensation of, actual pecuniary losses resulting from breaches of the License Agreement, and (c) provision of adequate assurance of future performance of the License Agreement. 11 U.S.C. § 365(b)(1)(A)-(C). Here, SSI has offered nothing in proposed satisfaction of any of these requirements.<sup>4</sup>

11. While EDC has been challenged in monitoring SSI's performance under the License Agreement during the pendency of SSI's chapter 11 case, EDC believes that SSI has not diligently pursued the marketing and distribution of the ThinkMath! products as contemplated by

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<sup>3</sup> Indeed, independent from the restrictions of federal intellectual property law, the License Agreement is not assignable, and therefore not assumable, because it is a personal services contract within the meaning of section 365(c)(1) as interpreted by the courts. *See, e.g., In re Headquarters Dodge, Inc.*, 13 F.3d 674, 682-83 (3d Cir. 1993) (discussing policy behind section 365(c)(1), the prevention of assumption of contracts personal to the parties).

<sup>4</sup> SSI has proposed a cure amount of \$0.

the parties and as required by paragraph 3 of the License Agreement, and that SSI is therefore in breach of the License Agreement. Specifically, paragraphs 3(f) and (h) of the License Agreement provide that SSI must market, promote, sell, and distribute EDC's ThinkMath! products with the same level of effort that SSI uses for its own products, and that SSI must fulfill customer orders for ThinkMath! products with the same degree of timeliness that SSI meets for the fulfillment of orders of its own products. Despite requests from EDC, SSI has not demonstrated compliance with the License Agreement's requirements. Without a cure of SSI's breaches, SSI may not assume the License Agreement under section 365(b)(1)(A), and, whether or not any assumption occurs, EDC reserves all rights against SSI and its successors in respect of breaches of the License Agreement.<sup>5</sup>

12. The marketing and distribution requirements of the License Agreement are intended both to protect EDC's ThinkMath! brand and to maximize the potential royalties from sales of EDC's ThinkMath! products. EDC believes that SSI's breaches of the License Agreement's requirements have resulted in damage to the ThinkMath! brand and have deflated royalty payments to EDC, causing actual pecuniary losses to EDC. Without compensating for such losses, SSI may not assume the License Agreement under section 365(b)(1)(B), and, whether or not any assumption occurs, EDC reserves all rights against SSI in respect of such losses.

13. Finally, and, perhaps most important, SSI has provided no assurance whatsoever that it will be able to, and will, perform all of its obligations under the License Agreement

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<sup>5</sup> In addition to the requirement that SSI cure breaches of the License Agreement, SSI is also required to pay EDC all royalty amounts currently due thereunder. Royalty amounts regularly accrue under the License Agreement and are payable semi-annually. EDC has not received information from SSI sufficient to determine whether all royalties that have become due under the License Agreement have been paid, and EDC does not have the ability to verify those royalties independently. Moreover, royalties have continued to accrue under the License Agreement since the last due date, and nothing herein, and no assumption of the License Agreement, may waive or discharge the obligations of SSI to pay accrued royalties as and when they next become due

following its proposed assumption. SSI has the burden of demonstrating adequate assurance of future performance under section 365(b)(1),<sup>6</sup> and, having not met such burden, the License Agreement may not be assumed.

WHEREFORE, EDC respectfully requests that the Court enter an order denying SSI's proposed assumption of the License Agreement and granting such other relief as may be just and equitable.

Date: May 16, 2013

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<sup>6</sup> See *In re Texas Health Enterprises Inc.*, 72 Fed. Appx. 122 (5th Cir. 2003) (stating that the trustee/debtor has the burden of demonstrating adequate assurance of future performance under a contract to be assumed).

## EXHIBIT A



## AGREEMENT

This Agreement entered into on March 23, 2010 ("Effective Date") between Education Development Center, Inc. ("EDC") with offices at 55 Chapel Street, Newton, Massachusetts 02458-1060, and School Specialty, Inc. ("SSI") with offices at W6316 Design Drive, Greenville, Wisconsin 54942.

WHEREAS, EDC has and continues to develop instructional materials in the subject area of math for kindergarten through 5<sup>th</sup> grades entitled "ThinkMath!";

WHEREAS, ThinkMath! is a National Science Foundation ("NSF") funded program;

WHEREAS, SSI is the publisher of grade school instructional materials in a variety of subjects;

WHEREAS, EDC desires to confirm the effectiveness of the assignment from Houghton Mifflin Harcourt ("HMH") of rights to SSI, and SSI desires to have conferred a license from EDC to edit, publish, manufacture, distribute, market and sell the ThinkMath! line of products throughout the world on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of these premises, the parties agree as follows:

**1. Definitions.**

(a) The term "Ancillaries" means materials designed for sale and/or distribution as part of the ThinkMath! line of products (and is branded with the ThinkMath! trademark) including workbooks and other learning materials based in part on content from the Work, and including but not limited to promotional and marketing materials that promote or complement the Work.

(b) The term "Derivative Works" means any work (other than a Revision) that is based upon, modifies, transforms, adapts or uses content from the Work, or from Ancillaries, but which does not carry the any of the ThinkMath! Trademarks, and is sold with or without the ThinkMath! line of products.

(c) The term "Original Agreement" means the License Agreement dated October 1, 2003 (as amended on May 26, 2006) entered into by EDC and Harcourt School Publishers, a division of Harcourt, Inc.

(d) The term "Revision" means changes to all or a portion of the Work wherein at least fifty percent (50%) of the content of the Work is changed, and which become part of the Work, including being identified on Schedule 8(a)(2) as may be modified from time to time as agreed in writing by the Parties.

(e) The term "Work" means the ThinkMath! products identified on Schedule (1)(e).

## 2. **Grant of Rights.**

*(a) Rights Granted.* The licensed assets (the "Licensed Assets") are: (a) all rights in the Work as granted to Harcourt School Publishers, a division of Harcourt, Inc. in the Original Agreement; (b) all copyrights owned by EDC for the Work (the "Copyrights"); (c) all trademarks, trade names and brands primarily identified with the Product (subject to Paragraph 13 below), but excluding any of the EDC's corporate names and marks (the "Trademarks"). As part of the Agreement, a list of all Licensed Assets shall be provided by EDC and mutually agreed upon by the parties. The license shall be for the Term (as defined below) and shall include worldwide use of the Licensed Assets in all forms and media, pursuant to the Agreement. All goodwill arising from use of the Trademarks shall be solely owned by EDC. Excluded from the Licensed Assets is the amount of inventory retained by HMH as necessary to fulfill those agreements identified on Schedule 2(a) for the balance of the term of those agreements.

(i) EDC hereby grants to SSI, for the Term set forth in Paragraph 5, the exclusive right and license to adapt, modify, edit, translate, publish, print, manufacture, reproduce, film, display, record, broadcast, transmit, market, distribute, sell and exploit all materials associated with the Work now or hereafter developed by EDC, including without limitation, teacher's edition, pupil's edition, Ancillaries and Revisions thereof (the "Products"), and the right to develop Derivative Works, in all languages throughout the world ("the Territory"), and to prepare Ancillaries on the terms and conditions specified herein. SSI accepts such license and agrees to publish, manufacture, market, promote, sell and distribute the Products in accordance with the terms and conditions of this Agreement.

(ii) SSI is hereby granted the right to publish, distribute, sell and exploit the Products in all forms, media and systems now known or hereafter developed.

(iii) EDC acknowledges that SSI has the right to publish basal math instructional materials in competition with the Products. EDC grants SSI the right to make references to the Products in its basal math instructional materials and to make references to its basal math instructional materials in the Products.

(iv) SSI is hereby granted the right to sell the Products in a package with other products of SSI ("Bundled Sales").

(v) SSI is hereby granted the exclusive right to license in any part of the world, without the approval of EDC, the exercise of any rights granted to SSI hereunder (the "Subsidiary Rights"). As used in this Agreement, the word "license" means any license, disposition, option, assignment, or other transfer of a right or rights. Within thirty days of entering into any license under this provision, SSI shall notify EDC by providing EDC with an executed copy of said license. All licenses and permissions granted by SSI to any subsidiary or affiliate of SSI will not be treated as licenses or permissions granted to unrelated third parties, and any proceeds received from any such subsidiary or affiliate shall not be treated as proceeds received from unrelated third parties for Royalty purposes; however, all sales of products, which sales are subject to the payment of Royalties by SSI to EDC, whether those sales are by subsidiaries or affiliates of SSI

to unrelated third parties, shall be considered to have been sold by SSI for the purpose of the calculation of said Royalties.

(vi) SSI may license others, free of charge to publish the Products in whole or in part, in alternate versions, forms and special formats for the benefit of the print impaired, such as Braille, large-type and sound recordings.

(vii) SSI may publish or permit others without charge to publish for promotional purposes brief excerpts or selections from the Products without compensation to EDC. SSI may also for promotional purposes permit radio, television and Internet and Web-based broadcasts of brief portions of the Products without compensation to EDC.

(b) *Trademark Ownership.* SSI may obtain trademark or service mark protection for any description or title it solely develops and uses with the Products, the Ancillaries, or any element thereof, and all such rights shall be owned by SSI.

### 3. SSI's Responsibilities.

(a) *Editorial.* EDC has final say in matters of content, SSI and EDC shall work closely on all development efforts in order to achieve the greatest success for the Products. EDC has the right to approve or disapprove, in its discretion, the preparation of any Ancillaries or Revisions. As to Derivative Works developed solely at the expense of SSI, EDC shall have reasonable pedagogic control and the right of approval (not to be unreasonably withheld) over the preparation and publication of the Derivative Work. The scope of such control and right of approval shall be determined by the extent to which SSI is incorporating content from the Work in the new work.

(b) *Product Design.* SSI agrees to consult with EDC regarding any new overall Product design. SSI will be responsible for developing any new the design concept of the Product, the pages, features, and components. SSI will also design the covers and packaging. The production of all pages and components, including the creation of files, page layout, and processing pages through all stages of production, will be handled by SSI. EDC shall have the right to review the initial edit, first proof and final edit stages. EDC will be provided the opportunity to review all other stages as the schedule permits. SSI agrees to confer with EDC to finalize the specifications. SSI reserves the right of final approval on all matters of design, production, and packaging. In the event that EDC shall have not responded to any submission of any such materials for its approval within five (5) business days after EDC has received such materials, such materials shall be deemed approved by EDC.

(c) *Publishing.* The manner and style of publication of the Products, the imprint or imprints and all aspects of publishing shall be determined by SSI. SSI will keep the Products in print for such length of time as SSI deems appropriate. SSI will have the discretion to decide the quantity of printing as well as the distribution, packaging, promotion and sales of the Products.

(d) *Manufacturing.* SSI will be responsible for printing and manufacturing the Products. SSI shall manufacture the Products in accordance with industry standard manufacturing guidelines as required by its customers.

(e) *Pricing.* The prices for the Products shall be determined by SSI, and may be changed from time to time in the discretion of SSI. SSI is permitted under this Agreement to market, promote, sell, and distribute the Products at the prices and discounts it deems appropriate to maximize profitable sales of the Products in the Territory.

(f) *Marketing Efforts.* SSI will use substantially the same efforts to market, promote, sell and distribute the Products as it does for its own products. SSI makes no representation as to the number of copies of the Work that will be sold. At least once each year, and more frequently if requested by a party, representatives of EDC and SSI shall meet to review sales and marketing plans for the Products, including sales forecasts and performance.

(g) *Customer Orders.* SSI will be responsible for processing customer orders for Products. EDC shall take reasonable steps to direct customers to SSI. Customer orders sent erroneously by customers or their agents to EDC for fulfillment shall be transmitted by EDC to SSI for handling in the same manner as those orders received directly by SSI.

(h) *Fulfillment of Customer Orders.* SSI shall maintain reasonable amounts of stock of the Products in its warehouses. Orders fulfilled from SSI's warehoused stock of the Products shall be fulfilled promptly and otherwise consistent with its practices. SSI shall process all orders with the same degree of timeliness as it provides for domestic orders for its products.

(i) *Records.* During the term of this Agreement SSI shall maintain complete and accurate books and records in the ordinary course of business pertaining to SSI's Royalty statements as required in Schedule 8(a)(1). Such records shall be maintained for the same length of time and at the same locations (or in Greenville, Wisconsin) as SSI maintains such records for distribution of its own products. Such records shall be available to EDC's representative for inspection and copying, at EDC's expense, no more often than once per year, upon reasonable notice during regular business hours.

#### 4. **EDC's Responsibilities.**

(a) *Publishing Plans.* The parties agree to meet annually to discuss a five year publishing plan for the Products, including without limitation, review prior decisions made by the parties regarding the Products and discuss possible adjustments or revisions to the Products. The time, date and place of such meeting shall be determined by mutual agreement of the parties.

(b) *NSF Requirements.* EDC shall be solely responsible for complying with all NSF requirements applicable to the development of the Products. EDC shall secure such license as may be required to use the NSF name and logo on the Products and on promotion, marketing and sales materials for the Products. SSI and EDC acknowledge that the NSF has a non-exclusive license to the work product developed by EDC in fulfillment of the NSF award. Pursuant to that license, the NSF may make EDC's work product available to the general public. However, EDC

warrants that the terms of the NSF award do not limit in any way EDC's right to enter into this License Agreement.

(c) *Credits.* EDC will have the opportunity to review and approve the labeling and credits on the Products, and any related advertising, catalogs, publicity and/or display materials, subject to the same limitations as set forth in the last sentence of Section 3(b).

(d) *Professional Development.* EDC shall use its expertise to develop professional development materials for the Products as reasonably required by SSI. Professional development shall be addressed in the teacher's edition as well as in separate components.

(e) *Revisions.* Except as provided in Paragraph 18 of this Agreement, either party may contact the other party to suggest the need for a Revision of the Products. SSI will evaluate market opportunities to determine, in its sole discretion, if a Revision is appropriate. Should SSI decide a Revision is necessary, the parties shall negotiate in good faith all terms applicable to the development of a Revision. In the event the parties are unable to agree on terms respecting such revision, SSI shall have the right to revise the Products without any involvement by EDC and use content from the Products in any such revisions. In the event SSI revises the Products without any participation by EDC, the Royalties payable to EDC in connection with such revision shall be reduced by fifty percent (50%). By way of clarification, regardless of the number of Revisions, EDC shall never receive less than said fifty percent (50%) of Royalties from any and all Revisions.

(f) *Research.* EDC shall make available to SSI all research underlying the Products, including without limitation, testing of the effectiveness of the Products. EDC shall obtain permission for SSI to use such research and the identities of the groups participating in the evaluation of the Products in promoting, marketing and selling the Products.

(g) *Focus Groups.* EDC shall support SSI's focus group and other testing of the Products by delivering lessons from the Products and other materials as requested by SSI. SSI has the right to use focus groups to determine prospective customer response to the design of the Products, ease of use of the Products, name of the Products and other issues affecting the sale of the Products.

(h) *Marketing Assistance by EDC.* EDC agrees to provide SSI such consultation and assistance in marketing the Products as SSI shall reasonably request, if any, including interpretation of any information, gathered by or as a result of studies by either party, regarding the Products. In the event that SSI requests any such assistance, SSI shall reimburse any out-of-pocket disbursements incurred by EDC, but only if approved by SSI before such out-of-pocket disbursements are incurred by EDC.

5. **Term.** The term of this Agreement shall begin on the Effective Date and continue through the full term of copyright, including any renewals and extensions of copyright (the "Term").

**6. Termination Without Cause.**

(a) *Termination for Convenience.* SSI may terminate this Agreement at any time and for any reason without further obligation or liability by SSI to EDC except as specifically set forth herein. SSI agrees to provide EDC with thirty (30) days' prior written notice of such termination. EDC shall comply with such instructions as set forth in the notice of termination.

(b) *Obligations Upon Termination for Convenience or Expiration.* Upon termination or expiration of this Agreement, the parties shall cooperate with regard to the transition period in order to minimize disruption to the business of selling the Products in the Territory and to bring this Agreement to an orderly conclusion. Upon such termination or expiration of the Term (i) all rights granted hereunder to SSI shall revert to EDC subject to SSI being permitted to sell any existing inventory (including inventory which SSI is contractually bound to manufacture and/or purchase at the time of such termination or expiration) at the time of termination or expiration through any channels as determined by SSI, and to manufacture and sell copies of the Products in sufficient quantities to fulfill orders placed pursuant to adoption contracts in effect as of the termination or expiration, (ii) EDC shall have the right to retain all payments made by SSI to EDC prior to the date of termination, and (iii) EDC shall be paid the amounts specified for such sales as provided under Paragraph 8.

**7. Out of Print.**

(a) *Product No Longer Being Sold.* EDC may terminate this Agreement if all editions or revisions of all of the Products (in any form or medium) are no longer available for purchase from SSI or its licensees and SSI declines to publish any of the Products within six (6) months after written notice from EDC. The Products shall be considered available if the original or any subsequent edition or revision of any of the Products (in whatever form or medium) is available for purchase from SSI or its licensees or if SSI is contractually obligated to provide any of the Products to any customer.

(i) Notwithstanding the foregoing, if the Work is not available in printed book form EDC may exercise its rights to terminate this Agreement as to such print book rights, per paragraph 7(a).

(ii) Notwithstanding the foregoing, if the Work is not available in electronic form, EDC may exercise its rights to terminate this Agreement as to such electronic rights, per the terms of Paragraph 7(a).

(b) *Insufficient Royalty Earnings.* EDC may terminate this Agreement if during any calendar year of the Term the Royalties actually paid by SSI to EDC total less than Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Minimum Royalties") and SSI declines to pay EDC the difference ("the Difference") between the Minimum Royalties and the Royalties actually paid by SSI to EDC in such calendar year within sixty (60) days after written notice from EDC.

(c) Notwithstanding any termination of this Agreement pursuant to this Paragraph 7, SSI shall have the right to continue publishing, selling and distributing the Products thereafter to

fulfill its obligations under an adoption, any contract with a state, school, or district, or any other long-term commitment.

(d) In the event of termination under this Paragraph 7, all rights in the Products will revert to EDC, without warranty and subject to any rights expressly retained, licenses previously granted or sales commitments by SSI.

## 8. **Payments.**

(a) *Royalties.* In consideration of the rights granted to SSI, SSI agrees to account and pay to EDC a Royalty on the Net Revenues derived from sales of the English language print version of the pupil's edition of the Products, Net Revenues derived from sales of foreign language print versions of the pupil's edition of the Products, Net Revenues derived from sales of electronic versions of the Products, and Net Revenues derived from the exercise of any Subsidiary Rights ("Royalty" or "Royalties"). The Royalties payable in respect of the Products shall be paid based upon the Royalty rates specified in Schedule 8(a)(1) attached hereto and, as of the date of this Agreement, based only upon the Products identified in Schedule 8(a)(2). No Royalty shall be paid for copies of the pupil's edition of the Products furnished gratis to any party, or for any copies of the teacher's edition, teacher's key, teaching aids, teacher's guides, answer booklets, Ancillaries, professional development materials, "in service" materials used to train teachers in the use of the Products, or in any other materials related to the Products, whether furnished gratis or sold. For purposes of this Agreement, the term "electronic versions" means the Work is provided in intangible formats such as the Internet, browser compatible versions, PDF, streaming, e-book editions, and the like in whole or in part.

(b) *Royalties on Bundled Sales.* In the case of Bundled Sales of the Product(s) in a package for a single price, the net revenues received by SSI attributable to the pupil's edition of the Product(s) shall be determined by prorating the receipts from the package based upon SSI's catalog or list prices for the separate works contained in such package. The appropriate Royalty rate shall then be applied to the amounts so allocated to the pupil's edition of the Product(s). If one or more of the works in the package is not sold separately, SSI shall allocate the net amount received in such manner as it determines is equitable in light of the relative value of the works contained in such package. SSI warrants that the Bundled Sales of the Products will not have a material adverse affect on the payment of Royalties by SSI to EDC.

(c) *Net Revenues Defined.* "Net Revenues derived from sales of the English language print version of the pupil's edition of the Products" shall mean all amounts actually received by SSI derived solely from the sale of the English language print version of the pupil's edition of the Products less the "Usual Reductions," which are defined as any discounts and credits for returns or exchanges; postage, shipping and insurance costs or charges; and sales, use, excise, value added, or similar taxes. "Net Revenues from sales of foreign language print versions of the pupil's edition of the Products" shall mean amounts received by SSI less the Usual Deductions and in excess of all SSI's costs incurred in connection with such foreign language version, including but not limited to, development costs, translations costs and marketing costs. "Net Revenues derived from sales of electronic versions of the Products" shall mean amounts received by SSI less the Usual Deductions and in excess of all SSI's costs incurred in connection with

electronic version of the Products, including but not limited to, development costs, programming costs and marketing costs, and SSI's out-of-pocket costs incurred directly in connection with conversion of the Work from print to an electronic format. "Net Revenues derived from the exercise of any Subsidiary Rights" shall mean the net amount actually received by SSI in the United States after deduction of any direct expenses in connection with the license and excluding any foreign taxes on the proceeds payable under the license. One-time payments by licensees for plates or film of the Work will not be included as part of the proceeds under a license.

(d) *Recoupment of SSI's Acquisition costs.* The parties agree that SSI may reduce by 50% all Royalties earned by and owed to EDC pursuant to the terms of Schedule 8(a)(1) until Net Revenues of all types defined in Paragraph 8(c) from Works by SSI pursuant to this Agreement reach Fifty-Five Million Dollars (\$55,000,000). After Net Revenues of all types defined in Paragraph 8(c) from Works by SSI reach that amount, EDC will be entitled to 100% of all royalties as specified in this Agreement. In the event SSI does not recoup its acquisition costs through such reduction of Royalties, EDC will not be responsible for reimbursing SSI for any shortfall except as otherwise set forth in this Agreement.

9. **Force Majeure.** The parties will not be liable for any failure or delay of performance hereunder where such failure or delay shall have been wholly or in part due to causes beyond its control, including but not limited to elements, acts of God, acts of civil or military authority, fires, floods, war, riots, strikes and similar causes.

10. **Notices.** All notices including change of address notices required to be given to the parties under this Agreement will be sent to the addresses indicated below, unless notice of a change of address has been given.

To SSI: School Specialty, Inc.  
W6316 Design Drive  
Greenville, WI 54942  
ATTN: Mr. David J. Vander Zanden, CEO

With a copy to: Franzoi & Franzoi, S.C.  
514 Racine Street  
Menasha, WI 54952  
ATTN: Mr. Joseph F. Franzoi IV, Esq.

to EDC: Education Development Center, Inc.  
55 Chapel Street  
Newton, MA 02458-1060  
ATTN: Director of Publishing

With a Copy to: Education Development Center, Inc.  
55 Chapel Street  
Newton, MA 02458-1060  
ATTN: William Hulsey, General Counsel



Notices by either party to the other shall be sent postage pre-paid first-class airmail, certified or registered mail, return receipt requested or by overnight courier. In the event a notice is sent to a party via facsimile or telex, it is understood and agreed that a copy of such notice will be sent to said party by regular mail. Notice shall be deemed received on the date of receipt if sent by facsimile, telex, or overnight courier (unless received after normal business hours in which case on the next business day), or on the 10th business day after being sent solely by regular mail.

#### **11. EDC Representations, Warranties and Indemnity.**

(a) EDC represents and warrants that it has all necessary authority to license to SSI all rights licensed herein, and that, to EDC's knowledge: the Products do not infringe any copyright, trademark or trade name, or violate any privacy, personal, proprietary or other common law or statutory rights of others; the Products are not inaccurate; that the use with reasonable care and skill of any instruction or formula contained in the Products will not result in injury; and appropriate warnings are contained in the Products. EDC agrees to indemnify, defend and hold SSI harmless from and against any and all loss, liability, claims, suits, demands and judgments to which SSI may be subject or suffer by reason of breach of any representation or warranty made by EDC in this Agreement.

(b) Each party shall promptly notify the other of any such threatened or asserted claim within the purview of the indemnity set forth in Paragraph 11(a) of which it becomes aware. In such a case, EDC may if appropriate (i) procure for SSI the right to continue to use and distribute the affected Products at no additional expense to SSI or, (ii) without liability to SSI (other than to accept return of the affected Products), require SSI to cease further promotion, sales, and distribution of a Product that is the subject of such a claim. EDC shall have the right to assume sole authority to conduct the trial or settlement of any such claim or any negotiations related thereto at EDC's own expense, but shall not, without SSI's prior written consent, agree to any settlement that would obligate SSI to make any payments or would otherwise materially adversely affect SSI's rights under this Agreement. SSI shall (at EDC's expense if such information is not readily available to SSI) provide reasonable information and assistance requested by EDC in connection with such claim or suit.

#### **12. SSI Indemnity.**

(a) With respect to content in Ancillaries, Derivative Works, and Revisions (collectively, the "SSI Materials" that SSI creates or causes to be created, SSI represents and warrants to SSI's knowledge: the SSI Materials shall not infringe any copyright, trademark or trade name, or violate any privacy, personal, proprietary or other common law or statutory rights of others; the SSI Materials shall not be inaccurate; that the use with reasonable care and skill of any instruction or formula contained in the SSI Materials will not result in injury; and appropriate warnings are contained in the Products. SSI agrees to indemnify, defend and hold EDC harmless from and against any and all loss, liability, claims, suits, demands and judgments to which EDC may be subject or suffer by reason of the acts or omissions of SSI in the creation of new content based on the Works.

(b) Each party shall promptly notify the other of any such threatened or asserted claim within the purview of the indemnity set forth in Paragraph 12(a) above of which it becomes aware. In such a case, SSI may, if appropriate, without liability to EDC cease further publication, promotion, sales, and distribution of a Product that is the subject of such a claim. SSI shall have the right to assume sole authority to conduct the trial or settlement of any such claim or any negotiations related thereto at SSI's own expense, but shall not, without EDC's prior written consent, agree to any settlement that would obligate EDC to make any payments or would otherwise materially adversely affect EDC's rights under this Agreement. EDC shall (at SSI's expense if such information is not readily available to EDC) provide reasonable information and assistance requested by SSI in connection with such claim or suit.

13. **Trademarks.** EDC hereby grants to SSI the non-exclusive right to use any trademarks or trade names of EDC (the "Trademarks"), including Product and imprint names (other than imprints used solely in connection with excluded products), as such Trademarks appear on the Products it sells and otherwise in connection with marketing and sale of the Products by SSI, subject to EDC's prior approval of such uses by SSI (other than on the Products as manufactured by SSI). SSI shall submit all such intended uses of the Trademarks (other than use on the Products as manufactured by SSI) to the Director of Publishing or such other individual designated by EDC via notice provided in accordance with Paragraph 10 above and if any such use is not disapproved in writing within ten (10) business days after receipt, such use shall be deemed approved by EDC. SSI shall not depart from any approved or deemed approved uses of Trademarks without EDC's prior consent. SSI shall not make use of any disapproved use of the Trademarks. The parties shall agree on additional mechanisms for EDC's approval of SSI's use of the Trademarks. Any use of the Trademarks by EDC shall inure to the benefit of EDC or the other owner of the Trademarks. In the event that, to EDC's knowledge, the Products utilize trademarks or trade names of third parties, EDC warrants and represents that it has the right to authorize SSI to use the Trademarks in connection with SSI's marketing and sale of such Products, such warranty and representation being subject to the indemnity set forth in Paragraph 11.

14. **Confidentiality.** The parties acknowledge that each of them may have access to confidential information of the other party, including business and technical information, that is of substantial value to that party, which value would be impaired if such information were used in any way for any purpose beyond the limited purposes necessary for the parties to perform their obligations under this Agreement or disclosed to third parties for any reason. Each party agrees that, for so long as such confidential information is not generally known to the public, it, its subsidiaries and affiliates, and their employees will not, except as necessary to perform its obligations under this Agreement, disclose such confidential information to any person or entity or use such confidential information in any way for its own purposes. The preceding sentence prohibits, without limitation, each party from divulging such confidential information to any employee of such party or its subsidiaries and affiliates who does not need such information to perform the party's obligations under this Agreement and shall be deemed to prohibit SSI from divulging such confidential information of EDC to all other employees of SSI except as permitted below. Further, each party agrees that it will not disclose to any third party any such confidential information of the other party and will take reasonable precautions to protect the confidentiality of the other party's confidential information. Without limiting the generality of

the foregoing, the parties will instruct their employees, and will cause the employees of their relevant subsidiaries to be instructed, in accordance with the preceding terms of this Paragraph 14. Notwithstanding the foregoing, if SSI wishes to divulge to any prohibited employee any of EDC's confidential information (as defined herein), it will so inform EDC, including which confidential information it wishes to disclose and the reasons for such disclosure, and EDC will determine, using its reasonable business judgment, whether to permit such disclosure. If EDC does not permit such disclosure, EDC will cooperate with SSI in attempting to accommodate SSI's wishes.

15. **Relationship of the Parties.** It is acknowledged and agreed that each party is an independent contractor operating as a separately established business, and that neither party is the partner or legal representative of the other, nor does either party have the authority to bind the other to any legal obligation.

16. **Infringement.** If any exclusive right herein granted to SSI is infringed by a third party, SSI, at its own expense and upon written authorization by EDC, which authorization shall not be unreasonably withheld, may take the legal and other steps it deems necessary or appropriate to restrain or seek damages for the infringement, and any recovery will belong to SSI. If SSI elects not to pursue any such claim, or if EDC withholds authorization from SSI, EDC may do so, at EDC's own expense, and any recovery will belong to EDC. Each party will inform the other of any infringement and cooperate with the other in pursuing such claims.

17. **Mutual Non-Compete.**

(a) Except as permitted under Paragraph 2(a)(iii), SSI agrees that it will not publish an elementary mathematics curriculum that competes directly with the Work, nor will SSI exercise its rights to create Derivative Works in a way that would create a product or products that compete directly with or would replace any royalty bearing products as those products are defined in this Agreement and the Original Agreement. Examples of prohibited products would include reform-based government-funded programs, and examples of products that would be permitted under this Paragraph 17(a) would include any textbook based math program and any scripted, structured math program such as a Saxon-type math program.

(b) EDC agrees that it will not, for a period of seven (7) years from the Effective Date of this Agreement, offer to any publisher, or self publish, any work or set of works that compete with the Work. Notwithstanding the foregoing, it is understood that EDC may obtain funding from third parties (e.g., the National Science Foundation, other governmental agencies or foundations) that will require dissemination of the work created pursuant to such funding. Any work so created will be subject the SSI's exclusive right of first offer and the terms of this section.

18. **New Products**

(a) *New Products Proposed by EDC.* In the event that EDC develops one or more full new proposals for new Math-related publications (unless subject to pre-existing commitments) whether they be Ancillaries or Revisions or outside of the scope of the Work,

during the first seven (7) years of the Term, EDC shall present such proposal to SSI for consideration and the opportunity to make the first offer to exploit the work described in the proposal (the "Right of First Negotiation"). All new proposals based upon the Work during the Term of this Agreement shall be sold only by SSI. The Right of First Negotiation shall continue for a period of sixty (60) days following SSI's receipt of the EDC proposal. If the parties do not conclude a written and signed agreement for exploitation of the work described in the proposal within said sixty (60) days, EDC shall be free to present the proposal to others and to conclude agreements for exploitation; provided that for the twelve months following SSI's initial receipt of the proposal, EDC shall not enter into an agreement for exploitation of the work described in the proposal on terms less favorable to EDC than those terms (if any) offered by SSI.

*(b) New Products Proposed by SSI.*

(i) For purposes of this Paragraph 18(b), all references to "days" shall be taken as reference to calendar days, unless otherwise indicated.

(ii) In the event that SSI conceives a concept for a new publication, whether Derivative Work or Ancillary, throughout the term of this Agreement, SSI shall disclose the concept to EDC who shall consider and treat the disclosure as confidential. If EDC responds within fifteen (15) calendar days that EDC is interested in developing the proposed new publication, the Parties shall negotiate in good faith to determine the terms for preparation, payment, and publication. If within fifteen (15) days after EDC's indication of interest, the parties cannot come to agreement on their own as to the terms, either party may require that the terms be determined by an independent single arbitrator, under the procedure described in Paragraph 18(b)(ii).

(iii) The arbitrator shall be selected by the American Arbitration Association, if the parties do not on their own agree on an arbitrator within fifteen (15) days after the fifteen (15) day period set forth in Paragraph 18(b)(i). The sole issue for arbitration shall be the portion of Net Revenue from the sale of the Derivative Works that shall be subject to Royalties under the provisions of Schedule 8(a)(1), with recognition of the extent to which SSI is incorporating content from the Work in the new Derivative Work. Also within the same fifteen (15) day period after the fifteen (15) day period set forth in Paragraph 18(b)(i), each party shall prepare, and submit simultaneously with the other party, a proposed arbitration decision; each party's proposed arbitration decision shall not exceed ten (10) pages in total length. Within ten (10) days after the submission of the two proposed arbitration decisions, the arbitrator shall adopt in its entirety one of the two proposed arbitration decisions. The arbitrator shall not issue any written opinion or otherwise explain the basis of the adoption. The adopted decision shall be determinative of the portion of Net Revenue from the sale of the Derivative Works that shall be subject to Royalties under the provisions of Schedule 8(a)(1).

19. **Non-Solicitation.** SSI and EDC shall not recruit the other's employees during the Term of this Agreement and for a period of two (2) years thereafter. It is agreed that responding to inquiries from blind solicitations shall not be a violation of this provision.

20. **SSI's Rights in Products in the event of Bankruptcy.** All rights and licenses granted under or pursuant to this Agreement by EDC to SSI are, and shall otherwise be deemed to be, for

purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that SSI, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against EDC under the Bankruptcy Code, SSI shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property, including without limitation, all materials relating to the Products, and all embodiments of such intellectual property, and same, including without limitation, all materials relating to the Products, if not already in its possession, shall be promptly delivered to SSI upon (i) the failure of EDC to perform any of its obligations hereunder; (ii) any such commencement of a bankruptcy proceeding, unless EDC elects to continue to perform all of its obligations under this Agreement; or (iii) if not delivered under (i) or (ii) above, the rejection of this Agreement by or on behalf of EDC.

**21. Miscellaneous.**

(a) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws thereof.

(b) The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) SSI may assign its rights, interests, and obligations under this Agreement to a subsidiary or an affiliated corporation or other entity, to a successor in a merger or other stock transaction with SSI or an affiliated corporation or other entity, or to the direct or indirect purchaser of all or substantially all of the assets relating to this Agreement, without the prior written consent of EDC, conditioned upon the successor to SSI fully assuming all of its obligations under this Agreement. The term an "affiliated corporation or other entity" means an entity of which SSI owns at least an eighty-percent equity interest at all times during the Term of this Agreement. SSI shall be secondarily liable in the event of an assignment under this paragraph.

(d) This Agreement supersedes all prior agreements between the parties relating to the subject matter hereof. No amendment or modification hereof shall be effective unless in writing and signed by the parties hereto.

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Executed signature pages to this Agreement transmitted by facsimile, by electronic mail in portable document format (pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have fully the same effect as physical delivery of the paper document bearing the original signature.

(f) All amounts due to EDC from SSI pursuant to the terms of this Agreement are exclusive of any sales, use and other taxes applicable to or arising from the transactions

contemplated by this Agreement. SSI shall not be responsible for taxes based on EDC's net income or which apply to EDC's business including, without limitation, payroll taxes.

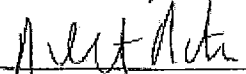
(g) All obligations of the parties which expressly or by their nature survive the expiration or termination of this Agreement, including the parties' confidentiality and indemnity obligations, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

(h) The parties recognize that during the Term disagreements may arise between them including matters that may be deemed nonmaterial breaches of this Agreement. The parties will cooperate to the best of their ability in resolving such disagreements in a mutually satisfactory, prompt and expeditious manner so as to avoid or limit any harm, loss or damage to the aggrieved party.

[Signatures on the following]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first specified above.

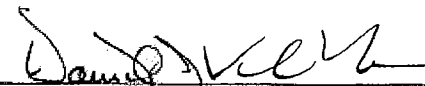
EDUCATION DEVELOPMENT  
CENTER, INC.

  
(Signature)

Sr VP and Treasurer  
(Title)

3/23/10  
Date Signed

SCHOOL SPECIALTY, INC.

  
(Signature)

CEO  
(Title)

3/23/10  
Date Signed

**SCHEDULE 1(e)****Work****Titles with ISBNs**

ISBN	Title
9780153026614	SAMPLE BX GR K THINK MATH!
9780153026621	SAMPLE BX GR 1 THINK MATH!
9780153026638	SAMPLE BX GR 2 THINK MATH!
9780153026645	SAMPLE BX GR 3 THINK MATH!
9780153026652	SAMPLE BX GR 4 THINK MATH!
9780153026669	SAMPLE BX GR 5 THINK MATH!
9780153026676	TX SAMPLE BX GR K THINK MATH!
9780153026683	TX SAMPLE BX GR 1 THINK MATH!
9780153026690	TX SAMPLE BX GR 2 THINK MATH!
9780153026706	TX SAMPLE BX GR 3 THINK MATH!
9780153026713	TX SAMPLE BX GR 4 THINK MATH!
9780153026720	TX SAMPLE BX GR 5 THINK MATH!
9780153026737	SAMPLE BX GR K PENSAR/MATH!
9780153026744	SAMPLE BX GR 1 PENSAR/MATH!
9780153026751	SAMPLE BX GR 2 PENSAR/MATH!
9780153026768	SAMPLE BX GR 3 PENSAR/MATH!
9780153026775	SAMPLE BX GR 4 PENSAR/MATH!
9780153026782	SAMPLE BX GR 5 PENSAR/MATH!
9780153026799	TX SAMPLE BX GR K PENSAR/MATH!
9780153026805	TX SAMPLE BX GR 1 PENSAR/MATH!
9780153026812	TX SAMPLE BX GR 2 PENSAR/MATH!
9780153026829	TX SAMPLE BX GR 3 PENSAR/MATH!
9780153026836	TX SAMPLE BX GR 4 PENSAR/MATH!
9780153026843	TX SAMPLE BX GR 5 PENSAR/MATH!
9780153028090	TELEMARKETING BG GR K THINK MATH!
9780153028106	TELEMARKETING BG GR 1 THINK MATH!
9780153028113	TELEMARKETING BG GR 2 THINK MATH!
9780153028120	TELEMARKETING BG GR 3 THINK MATH!
9780153028137	TELEMARKETING BG GR 4 THINK MATH!
9780153028144	TELEMARKETING BG GR 5 THINK MATH!
9780153029264	EARLY RELEASE BX GR K THINK MATH!
9780153029271	EARLY RELEASE BX GR 1 THINK MATH!
9780153029288	EARLY RELEASE BX GR 2 THINK MATH!
9780153029295	EARLY RELEASE BX GR 3 THINK MATH!
9780153029301	EARLY RELEASE BX GR 4 THINK MATH!
9780153029318	EARLY RELEASE BX GR 5 THINK MATH!
9780153029479	COMPANION DISPLY BX(PHS4)GK THINK MATH!
9780153029486	COMPANION DISPLY BX(PHS4)G1 THINK MATH!
9780153029493	COMPANION DISPLY BX(PHS4)G2 THINK MATH!
9780153029509	COMPANION DISPLY BX(PHS4)G3 THINK MATH!
9780153029516	COMPANION DISPLY BX(PHS4)G4 THINK MATH!
9780153029523	COMPANION DISPLY BX(PHS4)G5 THINK MATH!
9780153030390	TX PROMO SAMPLE BG GR K-5 THINK MATH!
9780153030406	TX SAMPLE BG GR 1 PENSAR/MATH!
9780153030413	TX SAMPLE BG GR 2 PENSAR/MATH!
9780153030420	TX SAMPLE BG GR 3 PENSAR/MATH!
9780153030437	TX SAMPLE BG GR 4 PENSAR/MATH!
9780153030444	TX SAMPLE BG GR 5 PENSAR/MATH!
9780153030512	TX SAMPLE BAG GR K THINK MATH!
9780153030529	TX SAMPLE BAG GR 1 THINK MATH!
9780153030536	TX SAMPLE BAG GR 2 THINK MATH!
9780153030543	TX SAMPLE BAG GR 3 THINK MATH!
9780153030550	TX SAMPLE BAG GR 4 THINK MATH!



ISBN	Title
9780153030567	TX SAMPLE BAG GR 5 THINK MATH!
9780153418433	LESSON ACT BK GRK THINK MATH!
9780153418440	LESSON ACT BK GR1 THINK MATH!
9780153418457	LESSON ACT BK GR2 THINK MATH!
9780153418464	LESSON ACT BK GR3 THINK MATH!
9780153418471	LESSON ACT BK GR4 THINK MATH!
9780153418488	LESSON ACT BK GR5 THINK MATH!
9780153418495	SE GR6 THINK MATH!
9780153418501	TG COLL GR K THINK MATH!
9780153418518	TG COLL GR 1 THINK MATH!
9780153418525	TG COLL GR 2 THINK MATH!
9780153418532	TG COLL GR 3 THINK MATH!
9780153418549	TG COLL GR 4 THINK MATH!
9780153418556	TG COLL GR 5 THINK MATH!
9780153418563	TG GR 6 THINK MATH!
9780153424755	STUDENT HNDBK GR3 THINK MATH!
9780153424762	STUDENT HNDBK GR4 THINK MATH!
9780153424779	STUDENT HNDBK GR5 THINK MATH!
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9780153424854	TCHG RES BK GR3 THINK MATH!
9780153424861	TCHG RES BK GR4 THINK MATH!
9780153424878	TCHG RES BK GR5 THINK MATH!
9780153424885	SPIRAL REVIEW BK G1 THINK MATH!
9780153424892	SPIRAL REVIEW BK G2 THINK MATH!
9780153424908	SPIRAL REVIEW BK G3 THINK MATH!
9780153424915	SPIRAL REVIEW BK G4 THINK MATH!
9780153424922	SPIRAL REVIEW BK G5 THINK MATH!
9780153424939	PRACT BK GR1 THINK MATH!
9780153424946	PRACT BK GR2 THINK MATH!
9780153424953	PRACT BK GR3 THINK MATH!
9780153424960	PRACT BK GR4 THINK MATH!
9780153424977	PRACT BK GR5 THINK MATH!
9780153424984	EXTENSION BK GR1 THINK MATH!
9780153424991	EXTENSION BK GR2 THINK MATH!
9780153425011	EXTENSION BK GR3 THINK MATH!
9780153425028	EXTENSION BK GR4 THINK MATH!
9780153425035	EXTENSION BK GR5 THINK MATH!
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9780153533105	TG PHS1 USNG ADD/SUB(CH3)G3 THINK MATH
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9780153533150	TG PHS2 RULES&PTRNS(CH6)G3 THINK MATH
9780153533167	TG PHS2 ..ANGLES/SHPE(CH4)G4 THINK MATH
9780153533174	TG PHS2 EXTNDG PLC VAL(CH7)G5 THINK MATH
9780153533181	TG PHS2 MDLNG ADD/SUB(CH9)G1 THINK MATH
9780153533198	TG PHS2 PLANE FIGURES..(CH9)G2 THINK MTH
9780153533204	TG PHS2 CHARTS&GRAPHS(CH8)G3 THINK MATH

ISBN	Title
9780153533211	TG PHS2 FRACTIONS(CH7)G4 THINK MATH
9780153533228	TG PHS2 DIVISION(CH9) G5 THINK MATH
9780153533235	TG PHS2 MAPS/GRDS/SHPE(CH10)G1 THINK MTH
9780153533242	TG PHS2 EXPL MULTPLCN(CH13)G2 THINK MATH
9780153533259	TG PHS2 LNGTH/AREA/V <sup>1</sup> (CH10)G3 THINK MATH
9780153533266	TG PHS2 MEASUREMENT(CH9)G4 THINK MATH
9780153533273	TG PHS2 GEOMETRY&C-GRD(CH11)G5 THINK MATH
9780153533280	TG PHS2 LNGTH/AREA/CAP(CH12)G1 THINK MTH
9780153533297	TG PHS2 CAP/WEIGHT/TMP(CH15)G2 THNK MATH
9780153533303	TG PHS2 GEOMETRY(CH11)G3 THINK MATH
9780153533310	TG PHS2 DATA&PROBLTY(CH10)G4 THINK MATH
9780153533327	TG PHS2 3-DMNSNL GEOMT(CH13)G5 THNK MATH
9780153533334	RES COLL PHS1..ADD/SUB(CH4)G1 THINK MATH
9780153533341	RES COLL PHS1 CNTG STRT(CH1)G2 THINK MTH
9780153533358	RES COLL PHS1 MULTP SIT(CH2)G3 THINK MTH
9780153533365	RES COLL PHS1 MULTP REV(CH2)G4 THINK MTH
9780153533372	RES COLL PHS1 ALGEBRA..(CH1)G5 THINK MTH
9780153533389	RES COLL PHS1 WRKG/TENS(CH5)G1 THINK MTH
9780153533396	RES COLL PHS1 PLACE VAL(CH3)G2 THINK MTH
9780153533402	RES COLL PHS1..ADD/SUB(CH3)G3 THINK MATH
9780153533419	RES COLL PHS1 AREA..(CH5)G4 THINK MATH
9780153533426	RES COLL PHS1 FACTRS..(CH3)G5 THINK MATH
9780153533433	RES COLL PHS2 DATA&PROB(CH6)G1 THINK MTH
9780153533440	RES COLL PHS2 DATA&PROB(CH5)G2 THINK MTH
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9780153533464	RES COLL PHS2..ANGLES.(CH4)G4 THINK MATH
9780153533471	RES COLL PHS2 EXT PL VAL(CH7)G5 THNK MTH
9780153533488	RES COLL PHS2..ADD/SUB(CH9)G1 THINK MATH
9780153533495	RES COLL PHS2 PLANE..(CH9)G2 THINK MATH
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9780153533518	RES COLL PHS2 FRACTIONS(CH7)G4 THINK MTH
9780153533525	RES COLL PHS2 DIVISION(CH9)G5 THINK MATH
9780153533532	RES COLL PHS2 MAP/GRD..(10)G1 THINK MTH
9780153533549	RES COLL PHS2 EXP MULTP(13)G2 THNK MTH
9780153533556	RES COLL PHS2 LENGTH..(10)G3 THINK MTH
9780153533563	RES COLL PHS2 MEASURMNT(9)G4 THINK MTH
9780153533570	RES COLL PHS2 GEOMTR&C-GRD(11)5 THNK MTH
9780153533587	RES COLL PHS2 LENGTH..(12)G1 THINK MTH
9780153533594	RES COLL PHS2 CAP/WEIGHT..(15)G2 THNK MTH
9780153533600	RES COLL PHS2 GEOMETRY(11)G3 THINK MTH
9780153533617	RES COLL PHS2 DATA&PRB(10)G4 THINK MTH
9780153533624	RES COLL PHS2 3-DMNSNL GEO(13)5 THNK MTH
9780153546280	GA PHS2 PKG DATA&PRBLTY(6)1 THINK MATH
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9780153546389	GA PHS2 PKG LNGTH/AREA..(10)3 THNK MTH
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9780153546419	GA PHS2 PKG FRACTIONS(7)4 THNK MTH
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9780153546457	GA PHS2 PKG DIVISION(9)5 THNK MTH
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ISBN	Title
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9780153546488	PHS2 PKG DATA&PROBLTY(CH6)G1 THINK MATH!
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9780153546501	PHS2 PKG MAPS/GRIDS..(CH10)G1 THINK MATH
9780153546518	PHS2 PKG LENGTH/CAP..(CH12)G1 THINK MATH
9780153546525	PHS2 PKG DATA&PROBLTY(CH5)G2 THINK MATH
9780153546532	PHS2 PKG PLANE SHAPES.(CH9)G2 THINK MATH
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9780153546556	PHS2 PKG CAP/WEIGHT/TMP(CH15)G2 THNK MTH
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9780153546617	PHS2 PKG FRACTIONS (CH7)G4 THINK MATH
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9780153546730	PHS 1&2 GR LVL TG PKG GR 1 THINK MATH
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9780153546754	PHS 1&2 GR LVL TG PKG GR 3 THINK MATH
9780153546761	PHS 1&2 GR LVL TG PKG GR 4 THINK MATH
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9780153546785	PHS1 PKG EXPL ADD/SUB(CH4)G1 THINK MATH!
9780153546792	PHS1 PKG WRKNG W/TENS(CH5)G1 THINK MATH!
9780153546808	PHS1 PKG CNTNG STRATG(CH1)G2 THINK MATH!
9780153546815	PHS1 PKG PLACE VALUE(CH3)G2 THINK MATH!
9780153546822	PHS1 PKG MULTPL SITNS(CH2)G3 THINK MATH!
9780153546839	PHS1 PKG USNG ADD/SUB(CH3)G3 THINK MATH!
9780153546846	PHS1 PKG MULTPL REVW(CH2)G4 THINK MATH!
9780153546853	PHS1 PKG AREA&PERIMTR(CH5)G4 THINK MATH!
9780153546860	PHS1 PKG ALGEBRA:M&P(CH1)G5 THINK MATH!
9780153546877	PHS1 PKG FACTRS&MLTPL(CH3)G5 THINK MATH!
9780153549533	GA PHS1 PKG EXP ADD/SUB(CH4)1 THINK MATH
9780153549540	GA PHS1 PKG WRKG W/TENS(CH5)1 THINK MATH
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9780153549588	GA PHS1 PKG USNG ADD/SUB(CH3)3 THNK MTH
9780153549595	GA PHS1 PKG MULTPLCN REVW(CH2)4 THNK MTH
9780153549601	GA PHS1 PKG AREA/PERIMETR(CH5)4 THNK MTH
9780153549618	GA PHS1 PKG ALGEBRA:M&P(CH1)5 THINK MATH
9780153549625	GA PHS1 PKG FACTORS&MULTP(CH3)5 THNK MTH
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9780153562341	TCHR RES BK GRK THINK MATH!
9780153585456	GA GR LVL PKG GR K THINK MATH
9780153588525	TX LESSON ACT BK GR K THINK MATH!
9780153588532	TX LESSON ACT BK GR 1 THINK MATH!
9780153588549	TX LESSON ACT BK GR 2 THINK MATH!
9780153588556	TX LESSON ACT BK GR 3 THINK MATH!
9780153588563	TX LESSON ACT BK GR 4 THINK MATH!
9780153588570	TX LESSON ACT BK GR 5 THINK MATH!
9780153588587	TX SE GR 3 THINK MATH!

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9780153588600	TX SE GR 5 THINK MATH!
9780153588617	TX TG COLL GR K THINK MATH!
9780153588624	TX TG COLL GR 1 THINK MATH!
9780153588631	TX TG COLL GR 2 THINK MATH!
9780153588648	TX TG COLL GR 3 THINK MATH!
9780153588655	TX TG COLL GR 4 THINK MATH!
9780153588662	TX TG COLL GR 5 THINK MATH!
9780153594052	TG VOL 1 GR K THINK MATH!
9780153594069	TG VOL 2 GR K THINK MATH!
9780153594076	TG VOL 1 GR 1 THINK MATH!
9780153594083	TG VOL 2 GR 1 THINK MATH!
9780153594090	TG VOL 1 GR 2 THINK MATH!
9780153594106	TG VOL 2 GR 2 THINK MATH!
9780153594113	TG VOL 1 GR 3 THINK MATH!
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9780153594137	TG VOL 1 GR 4 THINK MATH!
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9780153594151	TG VOL 1 GR 5 THINK MATH!
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9780153594175	TX TG VOL 1 GR K THINK MATH!
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9780153594199	TX TG VOL 1 GR 1 THINK MATH!
9780153594205	TX TG VOL 2 GR 1 THINK MATH!
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9780153594236	TX TG VOL 1 GR 3 THINK MATH!
9780153594243	TX TG VOL 2 GR 3 THINK MATH!
9780153594250	TX TG VOL 1 GR 4 THINK MATH!
9780153594267	TX TG VOL 2 GR 4 THINK MATH!
9780153594274	TX TG VOL 1 GR 5 THINK MATH!
9780153594281	TX TG VOL 2 GR 5 THINK MATH!
9780153599620	FLIP CHART GR K THINK MATH
9780153636943	MY MATH BKS GR K THINK MATH!
9780153636950	WRITE-ON PSTR:NMBR LINE HTL K-2 THNK MTH
9780153636967	WRITE-ON PSTR:MLTPLCTN TBLE 3-4 THNK MTH
9780153636974	WRITE-ON PSTR:MLTPLCTN RNBOW 5 THNK MTH
9780153636981	POSTERS GR 3 THINK MATH!
9780153636998	POSTERS GR 4 THINK MATH!
9780153637001	POSTERS GR 5 THINK MATH!
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9780153638886	NTL/TX LSSN ACT BK GR 1 PENSAR/MATH!
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9780153638947	NTL/TX STUDENT HNDBK G4 PENSAR/MATH!
9780153638954	NTL/TX STUDENT HNDBK G5 PENSAR/MATH!
9780153638961	NTL/TX TG COLL GR K PENSAR/MATH!
9780153638978	NTL/TX TG COLL GR 1 PENSAR/MATH!
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9780153639005	NTL/TX TG COLL GR 4 PENSAR/MATH!
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9780153639043	NTL/TX TG VOL 1 GR 1 PENSAR/MATH!
9780153639050	NTL/TX TG VOL 2 GR 1 PENSAR/MATH!
9780153639067	NTL/TX TG VOL 1 GR 2 PENSAR/MATH!
9780153639074	NTL/TX TG VOL 2 GR 2 PENSAR/MATH!

ISBN	Title
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9780153639098	NTL/TX TG VOL 2 GR 3 PENSAR/MATH!
9780153639104	NTL/TX TG VOL 1 GR 4 PENSAR/MATH!
9780153639111	NTL/TX TG VOL 2 GR 4 PENSAR/MATH!
9780153639128	NTL/TX TG VOL 1 GR 5 PENSAR/MATH!
9780153639135	NTL/TX TG VOL 2 GR 5 PENSAR/MATH!
9780153639142	TX ASMNT GD GR 1 PENSAR/MATH!
9780153639159	TX ASMNT GD GR 2 PENSAR/MATH!
9780153639166	TX ASMNT GD GR 3 PENSAR/MATH!
9780153639173	TX ASMNT GD GR 4 PENSAR/MATH!
9780153639180	TX ASMNT GD GR 5 PENSAR/MATH!
9780153639197	NTL/TX TCHR RES BK GR K PENSAR/MATH!
9780153639203	NTL/TX TCHR RES BK GR 1 PENSAR/MATH!
9780153639210	NTL/TX TCHR RES BK GR 2 PENSAR/MATH!
9780153639227	NTL/TX TCHR RES BK GR 3 PENSAR/MATH!
9780153639258	NTL/TX TCHR RES BK GR 4 PENSAR/MATH!
9780153639265	NTL/TX TCHR RES BK GR 5 PENSAR/MATH!
9780153639272	NTL/TX PRACT BK GR 1 PENSAR/MATH!
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9780153639302	NTL/TX PRACT BK GR 4 PENSAR/MATH!
9780153639319	NTL/TX PRACT BK GR 5 PENSAR/MATH!
9780153639326	NTL/TX EXTENSION BK G 1 PENSAR/MATH!
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9780153639357	NTL/TX EXTENSION BK G 3 PENSAR/MATH!
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9780153639371	NTL/TX EXTENSION BK G 5 PENSAR/MATH!
9780153639395	NTL/TX SPIRAL REVW BK G1 PENSAR/MATH!
9780153639401	NTL/TX SPIRAL REVW BK G2 PENSAR/MATH!
9780153639418	NTL/TX SPIRAL REVW BK G3 PENSAR/MATH!
9780153639425	NTL/TX SPIRAL REVW BK G4 PENSAR/MATH!
9780153639432	NTL/TX SPIRAL REVW BK G5 PENSAR/MATH!
9780153639449	NTL/TX CLSSRM ACT FLPCHRT K PENSAR/MATH!
9780153639456	NTL/TX MY MATH BKS GR K PENSAR/MATH!
9780153639463	NTL/TX WRTON PSTRS:# LN HTL K-2 PENSARMTH
9780153639470	NTL/TX WRTON PSTRS:MULT TBL 3-4 PENSARMTH
9780153639487	NTL/TX WRTON PSTRS:MULT RNBW G5 PENSARMTH
9780153639494	NTL/TX POSTERS GR 3 PENSAR/MATH!
9780153639500	NTL/TX POSTERS GR 4 PENSAR/MATH!
9780153639517	NTL/TX POSTERS GR 5 PENSAR/MATH!
9780153649899	TX STUDENT MTRLS SET GR K THINK MATH
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9780153650031	TX TCHR RES GR 5 THINK MATH
9780153650543	TX STUDENT MTRLS SET GK PENSAR/MATH!
9780153650550	TX STUDENT MTRLS SET G1 PENSAR/MATH!
9780153650567	TX STUDENT MTRLS SET G2 PENSAR/MATH!
9780153650574	TX TCHR BID PKG GR K PENSAR/MATH!
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ISBN	Title
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9780153650611	TX TCHR BID PKG GR 4 PENSAR/MATH!
9780153650628	TX TCHR BID PKG GR 5 PENSAR/MATH!
9780153650635	TX TCHR RES GR K PENSAR/MATH!
9780153650642	TX TCHR RES GR 1 PENSAR/MATH!
9780153650659	TX TCHR RES GR 2 PENSAR/MATH!
9780153650666	TX TCHR RES GR 3 PENSAR/MATH!
9780153650673	TX TCHR RES GR 4 PENSAR/MATH!
9780153650680	TX TCHR RES GR 5 PENSAR/MATH!
9780153660580	TX ASMNT GD GR 1 THINK MATH 09
9780153660597	TX ASMNT GD GR 2 THINK MATH 09
9780153660603	TX ASMNT GD GR 3 THINK MATH 09
9780153660610	TX ASMNT GD GR 4 THINK MATH 09
9780153660627	TX ASMNT GD GR 5 THINK MATH 09
9780153661020	NTL/TX PHS4 TG COLL GR K THINK MATH!
9780153661037	NTL/TX PHS4 TG COLL GR 1 THINK MATH!
9780153661044	NTL/TX PHS4 TG COLL GR 2 THINK MATH!
9780153661075	NTL/TX PHS4 TG COLL GR 3 THINK MATH!
9780153661082	NTL/TX PHS4 TG COLL GR 4 THINK MATH!
9780153661099	NTL/TX PHS4 TG COLL GR 5 THINK MATH!
9780153661174	NTL/TX PHS4 TG VOL 1 GR K THINK MATH!
9780153661181	NTL/TX PHS4 TG VOL 2 GR K THINK MATH!
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9780153661273	NTL/TX PHS4 TG VOL 2 GR 1 THINK MATH!
9780153661280	NTL/TX PHS4 TG VOL 1 GR 2 THINK MATH!
9780153661365	NTL/TX PHS4 TG VOL 2 GR 2 THINK MATH!
9780153661372	NTL/TX PHS4 TG VOL 1 GR 3 THINK MATH!
9780153661945	NTL/TX PHS4 TG VOL 2 GR 3 THINK MATH!
9780153661952	NTL/TX PHS4 TG VOL 1 GR 4 THINK MATH!
9780153661969	NTL/TX PHS4 TG VOL 2 GR 4 THINK MATH!
9780153661976	NTL/TX PHS4 TG VOL 1 GR 5 THINK MATH!
9780153661983	NTL/TX PHS4 TG VOL 2 GR 5 THINK MATH!
9780153661990	N/C/T RES COLL NMBR/10 CH 1 GK THINK MTH
9780153662010	N/C/T RES COLL 2-D FIG.CH 2 GK THINK MTH
9780153662027	N/C/T RES COLL PTRNS&.CH 3 GK THINK MTH
9780153662034	N/C/T RES COLL MVG/##LN CH 4 GK THINK MTH
9780153662041	N/C/T RES COLL MKG&BRKG CH5 GK THINK MTH
9780153662065	N/C/T RES COLL STORIES/# CH6 GK THNK MTH
9780153662072	N/C/T RES COLL 3-D GEOM CH7 GK THINK MTH
9780153662089	N/C/T RES COLL MEASRMT CH 8 GK THINK MTH
9780153662096	N/C/T RES COLL LARGE # CH 9 GK THINK MTH
9780153662102	N/C/T RES COLL 2-D FIG.CH 1 G1 THINK MTH
9780153662119	N/C/T RES COLL # LINES&.CH2 G1 THINK MTH
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9780153662164	N/C/T RES COLL DATA&PRB CH6 G1 THINK MTH
9780153662171	N/C/T RES COLL WRKG/LRG CH7 G1 THINK MTH
9780153662188	N/C/T RES COLL DBLG/HLV.CH8 G1 THINK MTH
9780153662195	N/C/T RES COLL MDL ADD&.CH9 G1 THINK MTH
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9780153662225	N/C/T RES COLL COMP #..CH 11 G1 THNK MTH
9780153662232	N/C/T RES COLL LNGTH..CH 12 G1 THINK MTH
9780153662249	N/C/T RES COLL MKG&BRK CH 13 G1 THNK MTH
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9780153662294	N/C/T RES COLL PLC VALUE CH3 G2 THNK MTH
9780153662317	N/C/T RES COLL ADD&SUB.CH 4 G2 THINK MTH
9780153662324	N/C/T RES COLL PRBL&DATA CH5 G2 THNK MTH

ISBN	Title
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9780153662362	N/C/T RES COLL BLDG ADD..CH8 G2 THNK MTH
9780153662379	N/C/T RES COLL 2-D FIG..CH9 G2 THNK MTH
9780153662386	N/C/T RES COLL ADD&SUB.CH 10 G2 THNK MTH
9780153662393	N/C/T RES COLL SKP-CNT CH 11 G2 THNK MTH
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9780153662416	N/C/T RES COLL EXP MLT CH 13 G2 THNK MTH
9780153662430	N/C/T RES COLL CMP.3-D CH 14 G2 THNK MTH
9780153662454	N/C/T RES COLL CAP.TMP CH 15 G2 THNK MTH
9780153662461	N/C/T RES COLL MLT&DIV CH 16 G2 THNK MTH
9780153662478	N/C/T RES COLL BLDG OPR CH 1 G3 THNK MTH
9780153662485	N/C/T RES COLL MULT SIT CH 2 G3 THNK MTH
9780153662492	N/C/T RES COLL USG ADD..CH 3 G3 THNK MTH
9780153662515	N/C/T RES COLL GRPG.V.ALU CH4 G3 THNK MTH
9780153662522	N/C/T RES COLL UNDR ADD.CH 5 G3 THNK MTH
9780153662539	N/C/T RES COLL RLS&PTN CH 6 G3 THNK MTH
9780153662546	N/C/T RES COLL FRACTNS CH 7 G3 THNK MTH
9780153662560	N/C/T RES COLL CHRT&GRPH CH8 G3 THNK MTH
9780153662577	N/C/T RES COLL EXPL MULT CH9 G3 THNK MTH
9780153662584	N/C/T RES COLL LNGTH..CH 10 G3 THNK MTH
9780153662591	N/C/T RES COLL GEOMTRY CH 11 G3 THNK MTH
9780153662614	N/C/T RES COLL MLT STRT CH 12 G3 THNK MTH
9780153662621	N/C/T RES COLL TIME..CH 13 G3 THNK MTH
9780153662638	N/C/T RES COLL ADD&SUB.CH 14 G3 THNK MTH
9780153662645	N/C/T RES COLL MLT&DIV CH 15 G3 THNK MTH
9780153662669	N/C/T RES COLL MGIC SQU CH 1 G4 THNK MTH
9780153662676	N/C/T RES COLL MULTPLC CH 2 G4 THNK MTH
9780153662683	N/C/T RES COLL ERASR STR CH3 G4 THNK MTH
9780153662690	N/C/T RES COLL CLSFY ANG.CH4 G4 THNK MTH
9780153662713	N/C/T RES COLL AREA&.. CH 5 G4 THNK MTH
9780153662737	N/C/T RES COLL MULTI-DIG CH6 G4 THNK MTH
9780153662744	N/C/T RES COLL FRACTNS CH 7 G4 THNK MTH
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9780153662782	N/C/T RES COLL 3-D GEO CH 11 G4 THNK MTH
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9780153662812	N/C/T RES COLL DIVISION CH 13 G4 THNK MTH
9780153662829	N/C/T RES COLL ALGBRC..CH 14 G4 THNK MTH
9780153662836	N/C/T RES COLL ESTMATN CH 15 G4 THNK MTH
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9780153662966	N/C/T RES COLL AREA&..CH 10 G5 THNK MTH
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9780153662980	N/C/T RES COLL 3-D GEO CH 12 G5 THNK MTH
9780153662997	N/C/T RES COLL FUN W/..CH 13 G5 THNK MTH
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9780153663031	N/C/T RES COLL GRPHG CH 15 G5 THNK MTH
9780153664984	TX ONLINE TG GK THINK MATH!
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9780153665028	TX ONLINE TG G2 THINK MATH!
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9780153667367	TX STUDENT MTRLS SET GR 4 THINK MATH
9780153667374	TX STUDENT MTRLS SET GR 5 THINK MATH
9780153667381	TX STUDENT MTRLS SET G3 PENSAR/MATH!
9780153667398	TX STUDENT MTRLS SET G4 PENSAR/MATH!
9780153667411	TX STUDENT MTRLS SET G5 PENSAR/MATH!
9780153669101	NTL/TX STDNT MANIP KIT(ENG/SP)GK THNKMTH
9780153669118	NTL/TX STDNT MANIP KIT(ENG/SP)G1 THNKMTH
9780153669125	NTL/TX STDNT MANIP KIT(ENG/SP)G2 THNKMTH
9780153672774	NTL/TX ASMNT GD GR K PENSAR/MATH!
9780153678561	NTL/TX STDNT MANIP KIT(ENG/SP)G3 THNKMTH
9780153678578	NTL/TX STDNT MANIP KIT(ENG/SP)G4 THNKMTH
9780153678585	NTL/TX STDNT MANIP KIT(ENG/SP)G5 THNKMTH
9780153678592	GA TABS GR K THINK MATH!
9780153678608	GA TABS GR 1 THINK MATH!
9780153678615	GA TABS GR 2 THINK MATH!
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9780153685507	CA TE COLL GR 3 THINK MATH!
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9780153721755	NTL/TX ONLINE TCHR RES BK G5 THINK MATH!
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9780153721816	TX ONLINE ASMNT GD G 5 THINK MATH!
9780153721823	TX ONLINE LSSN ACT BK GK THINK MATH!
9780153721830	TX ONLINE LSSN ACT BK G1 THINK MATH!
9780153721847	TX ONLINE LSSN ACT BK G2 THINK MATH!
9780153721854	TX ONLINE LSSN ACT BK G3 THINK MATH!
9780153721861	TX ONLINE LSSN ACT BK G4 THINK MATH!
9780153721878	TX ONLINE LSSN ACT BK G5 THINK MATH!
9780153721885	NTL/TX ONLINE STUDENT HNDBK G3 THINK MTH
9780153721892	NTL/TX ONLINE STUDENT HNDBK G4 THINK MTH
9780153721908	NTL/TX ONLINE STUDENT HNDBK G5 THINK MTH
9780153721915	NTL/TX ONLINE EXTENSION BK G1 THINK MATH
9780153721922	NTL/TX ONLINE EXTENSION BK G2 THINK MATH
9780153721939	NTL/TX ONLINE EXTENSION BK G3 THINK MATH
9780153721946	NTL/TX ONLINE EXTENSION BK G4 THINK MATH
9780153721953	NTL/TX ONLINE EXTENSION BK G5 THINK MATH
9780153721960	NTL/TX ONLINE SPIRAL REVW BK G1 THNK MTH
9780153721977	NTL/TX ONLINE SPIRAL REVW BK G2 THNK MTH
9780153721984	NTL/TX ONLINE SPIRAL REVW BK G3 THNK MTH
9780153721991	NTL/TX ONLINE SPIRAL REVW BK G4 THNK MTH
9780153722004	NTL/TX ONLINE SPIRAL REVW BK G5 THNK MTH
9780153722028	TX ASMNT ON CDROM(EXAMVIEW)G1 THINK MATH
9780153722035	TX ASMNT ON CDROM(EXAMVIEW)G2 THINK MATH
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9780153722066	TX ASMNT ON CDROM(EXAMVIEW)G5 THINK MATH
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9780153722172	ONLINE ASMNT G 5 THINK MATH!
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9780153722233	ASMNT ON CDROM(EXAMVIEW)G5 THINK MATH
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9780153739101	CA TG VOL 2 GR 1 PENSAR/MATH!
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9780153739279	NTL/TX TG VOL 1 PHS4 GR 1 PENSAR/MATH!
9780153739286	NTL/TX TG VOL 2 PHS4 GR 1 PENSAR/MATH!
9780153739293	NTL/TX TG VOL 1 PHS4 GR 2 PENSAR/MATH!
9780153739309	NTL/TX TG VOL 2 PHS4 GR 2 PENSAR/MATH!
9780153739316	NTL/TX TG VOL 1 PHS4 GR 3 PENSAR/MATH!
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9780153740206	RES COLL DATA&PRBLTY(CH 14)G5 PENSAR/MTH
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9780153745355	ACTIVITY TRNSP GR 5 THINK MATH
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9780153745393	ACTIVITY TRNSP GR 3 PENSAR/MATH
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9780153752346	N/C/T STUDENT RES COLL GR 3 THINK MATH!
9780153752353	N/C/T STUDENT RES COLL GR 4 THINK MATH!
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9780153809613	N/C/T STUDENT RES COLL GR 2 THINK MATH!
9780153812316	NTL/TX STDNT RES COLL GR K PENSAR/MATH!
9780153812323	NTL/TX STDNT RES COLL GR 1 PENSAR/MATH!
9780153812330	NTL/TX STDNT RES COLL GR 2 PENSAR/MATH!
9780153812347	NTL/TX STDNT RES COLL GR 3 PENSAR/MATH!
9780153812354	NTL/TX STDNT RES COLL GR 4 PENSAR/MATH!
9780153812361	NTL/TX STDNT RES COLL GR 5 PENSAR/MATH!
9780153812576	ONLINE TG GK THINK MATH!
9780153812583	ONLINE TG G1 THINK MATH!
9780153812590	ONLINE TG G2 THINK MATH!
9780153812606	ONLINE TG G3 THINK MATH!
9780153812613	ONLINE TG G4 THINK MATH!
9780153812620	ONLINE TG G5 THINK MATH!

ISBN	Title
9780153812637	ONLINE LSSN ACT BK GK THINK MATH!
9780153812644	ONLINE LSSN ACT BK G1 THINK MATH!
9780153812651	ONLINE LSSN ACT BK G2 THINK MATH!
9780153812668	ONLINE LSSN ACT BK G3 THINK MATH!
9780153812675	ONLINE LSSN ACT BK G4 THINK MATH!
9780153812682	ONLINE LSSN ACT BK G5 THINK MATH!
9780153815256	CHPTR CDROM/BLENDING HSP MTH GK THNK MTH
9780153815263	CHPTR CDROM/BLENDING HSP MTH G1 THNK MTH
9780153815270	CHPTR CDROM/BLENDING HSP MTH G2 THNK MTH
9780153815287	CHPTR CDROM/BLENDING HSP MTH G3 THNK MTH
9780153815294	CHPTR CDROM/BLENDING HSP MTH G4 THNK MTH
9780153815300	CHPTR CDROM/BLENDING HSP MTH G5 THNK MTH
9780153819643	CA STUDENT RES COLL GR K THINK MATH!
9780153819650	CA STUDENT RES COLL GR 1 THINK MATH!
9780153819667	CA STUDENT RES COLL GR 2 THINK MATH!
9780153819674	CA STUDENT RES COLL GR 3 THINK MATH!
9780153819681	CA STUDENT RES COLL GR 4 THINK MATH!
9780153819698	CA STUDENT RES COLL GR 5 THINK MATH!
9780153820052	CA STUDENT RES COLL GR K PENSAR/MATH!
9780153820069	CA STUDENT RES COLL GR 1 PENSAR/MATH!
9780153820076	CA STUDENT RES COLL GR 2 PENSAR/MATH!
9780153820083	CA STUDENT RES COLL GR 3 PENSAR/MATH!
9780153820090	CA STUDENT RES COLL GR 4 PENSAR/MATH!
9780153820106	CA STUDENT RES COLL GR 5 PENSAR/MATH!
9780153823886	NV LESSON ACT BK GRK THINK MATH!
9780153823893	NV LESSON ACT BK GR1 THINK MATH!
9780153823909	NV LESSON ACT BK GR2 THINK MATH!
9780153823916	NV LESSON ACT BK GR3 THINK MATH!
9780153823923	NV LESSON ACT BK GR4 THINK MATH!
9780153823930	NV LESSON ACT BK GR5 THINK MATH!
9780153823947	NV TG COLL GR K THINK MATH!
9780153823954	NV TG COLL GR 1 THINK MATH!
9780153823961	NV TG COLL GR 2 THINK MATH!
9780153823978	NV TG COLL GR 3 THINK MATH!
9780153823985	NV TG COLL GR 4 THINK MATH!
9780153823992	NV TG COLL GR 5 THINK MATH!
9780153824005	NV TG VOL 1 GR K THINK MATH!
9780153824012	NV TG VOL 2 GR K THINK MATH!
9780153824029	NV TG VOL 1 GR 1 THINK MATH!
9780153824036	NV TG VOL 2 GR 1 THINK MATH!
9780153824043	NV TG VOL 1 GR 2 THINK MATH!
9780153824050	NV TG VOL 2 GR 2 THINK MATH!
9780153824067	NV TG VOL 1 GR 3 THINK MATH!
9780153824074	NV TG VOL 2 GR 3 THINK MATH!
9780153824081	NV TG VOL 1 GR 4 THINK MATH!
9780153824098	NV TG VOL 2 GR 4 THINK MATH!
9780153824104	NV TG VOL 1 GR 5 THINK MATH!
9780153824111	NV TG VOL 2 GR 5 THINK MATH!
9780153824128	NV MATH STANDRDS CORR&ACTVT G K THNK MTH
9780153824135	NV MATH STANDRDS CORR&ACTVT G 1 THNK MTH
9780153824142	NV MATH STANDRDS CORR&ACTVT G 2 THNK MTH
9780153824159	NV MATH STANDRDS CORR&ACTVT G 3 THNK MTH
9780153824166	NV MATH STANDRDS CORR&ACTVT G 4 THNK MTH
9780153824173	NV MATH STANDRDS CORR&ACTVT G 5 THNK MTH
9780153851643	TCHR RES BX GR K PENSAR/MATH
9780153851650	TCHR RES BX GR 1 PENSAR/MATH
9780153851667	TCHR RES BX GR 2 PENSAR/MATH
9780153851674	TCHR RES BX GR 3 PENSAR/MATH
9780153851681	TCHR RES BX GR 4 PENSAR/MATH
9780153851698	TCHR RES BX GR 5 PENSAR/MATH
9780153853364	NY ONLINE ASMNT GR 3 THINK MATH

## Titles without ISBNs

TX TG VOL 1 GR 3 THINK MATH!  
 TX TG VOL 2 GR 3 THINK MATH!  
 TX TG VOL 2 GR 4 THINK MATH!  
 TX TG VOL 1 GR 4 THINK MATH!  
 CA TE VOL 1 G2 THINK MATH!  
 STUDENT HNDBK GR5 THINK MATH!  
 CA TE VOL 2 G2 THINK MATH!  
 CA TE VOL 2 G4 THINK MATH!  
 CA TE VOL 1 G4 THINK MATH!  
 STUDENT HNDBK GR4 THINK MATH!  
 NTL/TX TG VOL 2 GR 3 PENSAR/MATH!  
 NTL/TX TG VOL 2 GR 5 PENSAR/MATH!  
 NTL/TX PHS4 TG VOL 2 GR 5 THINK MATH!  
 CA TABS GR 3 THINK MATH!  
 NTL/TX TG VOL 2 GR 1 PENSAR/MATH!  
 NTL/TX TG VOL 1 GR K PENSAR/MATH!  
 NTL/TX TG VOL 2 PHS4 GR 1 PENSAR/MATH!  
 NTL/TX TG VOL 2 PHS4 GR 2 PENSAR/MATH!  
 NTL/TX TG VOL 2 PHS4 GR 3 PENSAR/MATH!  
 NTL/TX TG VOL 2 PHS4 GR 5 PENSAR/MATH!  
 NTL/TX PHS4 TG VOL 2 GR 4 THINK MATH!  
 NTL/TX TG VOL 2 PHS4 GR 4 PENSAR/MATH!  
 TX LESSON ACT BK GR 3 THINK MATH!  
 NTL/TX TG VOL 2 GR 2 PENSAR/MATH!  
 NTL/TX TG VOL 2 PHS4 GR K PENSAR/MATH!  
 BRCHR'READ ME FIRST'(S/BX)K-5 PNSR/MATH  
 CA TE VOL 2 G1 THINK MATH!  
 TX LESSON ACT BK GR K THINK MATH!  
 TX LESSON ACT BK GR 4 THINK MATH!  
 CA TE VOL 2 G5 THINK MATH!  
 NTL/TX TG VOL 1 GR 3 PENSAR/MATH!  
 CA TE VOL 2 G3 THINK MATH!  
 CA TE VOL 1 G5 THINK MATH!  
 NTL/TX PHS4 TG VOL 1 GR 4 THINK MATH!  
 NTL/TX PHS4 TG VOL 2 GR 3 THINK MATH!  
 N/T FLYR MANIP'CMG SN'(S/BX)3-5 PNSR/MTH  
 TX LESSON ACT BK GR 2 THINK MATH!  
 CA TE VOL 1 G1 THINK MATH!  
 TX LESSON ACT BK GR 1 THINK MATH!  
 NTL/TX TG VOL 1 GR 1 PENSAR/MATH!  
 TX LESSON ACT BK GR 5 THINK MATH!  
 REVISED FLYER'MANIPS'(S/BX)K-5 THNK MTH  
 NTL/TX TG VOL 1 PHS4 GR 1 PENSAR/MATH!  
 TX GR STKR (SBMSN BX) GR 2 THINK MATH!  
 NTL/TX TG VOL 1 PHS4 GR 2 PENSAR/MATH!  
 NTL/TX TG VOL 1 PHS4 GR K PENSAR/MATH!  
 NTL/TX PHS4 TG VOL 2 GR 2 THINK MATH!  
 CA TE VOL 1 G3 THINK MATH!  
 TX BRCHR BLNDED MODEL(S/BX)K-5 PNSR/THNK  
 STKR:COMPANION CHPTR(CH4)GR 1 THINK MATH  
 NTL/TX STUDENT HNDBK G5 PENSAR/MATH!  
 NTL/TX TG VOL 1 PHS4 GR 3 PENSAR/MATH!  
 NTL/TX PHS4 TG VOL 1 GR 1 THINK MATH!  
 CA TE VOL 1 GK THINK MATH!  
 NTL/TX TG VOL 1 PHS4 GR 5 PENSAR/MATH!  
 TX GR STKR (SBMSN BX) GR 1 THINK MATH!  
 TX GR STKR (SBMSN BX) GR 3 THINK MATH!

TX GR STKR (SBMSN BX) GR 4 THINK MATH!  
 TX GR STKR (SBMSN BX) GR 5 THINK MATH!  
 NTL/TX TG VOL 1 PHS4 GR 4 PENSAR/MATH!  
 GA TABS GR 4 THINK MATH!  
 COVER-UP STKR(S/BX)K-5 PENSAR/MATH!  
 NTL/TX PHS4 TG VOL 1 GR 5 THINK MATH!  
 GA COMPNION BRCHR (S/B&PROMO)5 THNK MTH  
 TX BRCHR'READ ME FIRST'(S/BX)K-5 PNSRMTH  
 NTL/TX PHS4 TG VOL 1 GR 2 THINK MATH!  
 STKR:COMPANION CHPTR(CH5)GR 4 THINK MATH  
 STKR:COMPANION CHPTR(CH1)GR 2 THINK MATH  
 STKR:COMPANION CHPTR(CH1)GR 5 THINK MATH  
 NTL/TX PHS4 TG VOL 1 GR 3 THINK MATH!  
 NTL/TX PHS4 TG VOL 1 GR K THINK MATH!  
 NTL/TX STUDENT HNDBK G4 PENSAR/MATH!  
 TX TE SMPLR (PROMO) GR K THINK MATH!  
 NTL/TX PHS4 TG VOL 2 GR K THINK MATH!  
 NTL/TX PHS4 TG VOL 2 GR 1 THINK MATH!  
 STKR:COMPANION CHPTR(CH3)GR 3 THINK MATH  
 STKR:COMPANION CHPTR(CH3)GR 5 THINK MATH  
 TX TE SMPLR (PROMO) GR 1 THINK MATH!  
 CA BRCHR BLEND MODEL(S/BX)K-5 PNSR/MTH  
 NTL/TX STUDENT HNDBK G3 PENSAR/MATH!  
 GA COMPNION BRCHR (S/B&PROMO)3 THNK MTH  
 GA COMPNION BRCHR (S/B&PROMO)1 THNK MTH  
 GA COMPNION BRCHR (S/B&PROMO)2 THNK MTH  
 STKR:COMPANION CHPTR(CH2)GR 4 THINK MATH  
 GA COMPNION BRCHR (S/B&PROMO)4 THNK MTH  
 TX TE SMPLR (PROMO) GR 4 THINK MATH!  
 STKR:COMPANION CHPTR(CH2)GR 3 THINK MATH  
 CA F/S TE COLL GR 1 THINK MATH!  
 GA GD:PHS2 NSF COMP CHPTR(CH13)2 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH15)2 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH9)2 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH5)2 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH6)3 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH10)3 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH7)5 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH4)4 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH10)4 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH9)5 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH8)3 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH10)1 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH13)5 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH7)4 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH9)1 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH11)3 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH12)1 THNK MT  
 GA GD:PHS2 NSF COMP CHPTR(CH11)5 THNK MT  
 GA GD:PHS1 NSF COMP CHPTR(CH3)5 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH2)4 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH5)1 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH4)1 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH1)2 THNK MTH  
 GA GD:PHS2 NSF COMP CHPTR(CH9)4 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH1)5 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH5)4 THNK MTH

CA TABS GR 4 THINK MATH!  
 CA TABS GR 5 THINK MATH!  
 CA TABS GR K THINK MATH!  
 CA TABS GR 2 THINK MATH!  
 CA TABS GR 1 THINK MATH!  
 GR STKR(COMPANION S/BX) GK THINK MATH!  
 GR STKR(COMPANION S/BX) G1 THINK MATH!  
 GR STKR(COMPANION S/BX) G2 THINK MATH!  
 GR STKR(COMPANION S/BX) G3 THINK MATH!  
 GR STKR(COMPANION S/BX) G4 THINK MATH!  
 GR STKR(COMPANION S/BX) G5 THINK MATH!  
 ENDCAPS(2)(COMPN S/BX)K-5 THINK MTH  
 TOP BACK BK FILLR(COMP N S/BX)K-5 THNK MTH  
 FRNT BK FILLR(COMP N S/BX)K-5 THINK MTH  
 TX SALES PRESENTN DVD(S/BG)K-5 THNK MTH  
 NV F/S TG COLL GR K THINK MATH!  
 NV F/S TG COLL GR 1 THINK MATH!  
 NV F/S TG COLL GR 2 THINK MATH!  
 NV F/S TG COLL GR 3 THINK MATH!  
 NV F/S TG COLL GR 4 THINK MATH!  
 NV F/S TG COLL GR 5 THINK MATH!  
 N/C/T F/S STDNT RES COLL GK THINK MATH!  
 N/C/T F/S STDNT RES COLL G1 THINK MATH!  
 N/C/T F/S STDNT RES COLL G2 THINK MATH!  
 N/C/T F/S STDNT RES COLL G3 THINK MATH!  
 N/C/T F/S STDNT RES COLL G4 THINK MATH!  
 N/C/T F/S STDNT RES COLL G5 THINK MATH!  
 GA GD:PHS2 NSF COMP CHPTR(CH6)1 THNK MTH  
 STKR:COMPANION CHPTR(CH5)GR 1 THINK MATH  
 STKR:COMPANION CHPTR(CH3)GR 2 THINK MATH  
 GA STKR:COMPN CHPTR (CH4) GR1 THINK MATH  
 GA STKR:COMPN CHPTR (CH5) GR1 THINK MATH  
 GA STKR:COMPN CHPTR (CH1) GR2 THINK MATH  
 GA STKR:COMPN CHPTR (CH3) GR2 THINK MATH  
 GA STKR:COMPN CHPTR (CH2) GR3 THINK MATH  
 GA STKR:COMPN CHPTR (CH3) GR3 THINK MATH  
 GA STKR:COMPN CHPTR (CH2) GR4 THINK MATH  
 GA STKR:COMPN CHPTR (CH5) GR4 THINK MATH  
 GA STKR:COMPN CHPTR (CH1) GR5 THINK MATH  
 GA STKR:COMPN CHPTR (CH3) GR5 THINK MATH  
 GA GD:PHS1 NSF COMP CHPTR(CH3)2 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH2)3 THNK MTH  
 GA GD:PHS1 NSF COMP CHPTR(CH3)3 THNK MTH  
 F/S TG COLL GR K THINK MATH!  
 F/S TG COLL GR 1 THINK MATH!  
 F/S TG COLL GR 2 THINK MATH!  
 F/S TG COLL GR 3 THINK MATH!  
 F/S TG COLL GR 4 THINK MATH!  
 F/S TG COLL GR 5 THINK MATH!  
 TX F/S TG COLL GR K THINK MATH!  
 TX F/S TG COLL GR 1 THINK MATH!  
 TX F/S TG COLL GR 2 THINK MATH!  
 TX F/S TG COLL GR 3 THINK MATH!  
 TX F/S TG COLL GR 4 THINK MATH!  
 TX F/S TG COLL GR 5 THINK MATH!  
 COMPNION BRCHR REV(S/B&PROMO)K THNK MTH  
 GA COMPNION BRCHR (S/B&PROMO)K THNK MTH  
 GA STKR GR LVL PKG GR 1 THINK MATH!  
 GA STKR GR LVL PKG GR 2 THINK MATH!  
 GA STKR GR LVL PKG GR 3 THINK MATH!  
 GA STKR GR LVL PKG GR 4 THINK MATH!  
 GA STKR GR LVL PKG GR 5 THINK MATH!

F/S WRT-ON PSTR:NMBR LNE.. K-2 THNK MTH  
 F/S WRT-ON PSTR:MLTPL TBLE 3-4 THNK MTH  
 F/S WRT-ON PSTR:MLTPL RNBOW 5 THNK MTH  
 F/S POSTERS GR 3 THINK MATH!  
 F/S POSTERS GR 4 THINK MATH!  
 F/S POSTERS GR 5 THINK MATH!  
 NTL/TX F/S PHS4 TG COLL GR K THINK MATH  
 NTL/TX F/S PHS4 TG COLL GR 1 THINK MATH  
 NTL/TX F/S PHS4 TG COLL GR 2 THINK MATH  
 NTL/TX F/S PHS4 TG COLL GR 3 THINK MATH  
 NTL/TX F/S PHS4 TG COLL GR 4 THINK MATH  
 NTL/TX F/S PHS4 TG COLL GR 5 THINK MATH  
 GA GD NSF COMP CHPTR(CH 1)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 2)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 3)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 4)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 5)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 6)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 7)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 8)GK THINK MATH  
 GA GD NSF COMP CHPTR(CH 9)GK THINK MATH  
 FLIP PREMIUM (PROMO) THINK MATH  
 WRT-ON PSTR:NMBR LNE.. K-2 THNK MTH  
 WRT-ON PSTR:MLTPL TBLE 3-4 THNK MTH  
 WRT-ON PSTR:MLTPL RNBOW 5 THNK MTH  
 LUG TAG (S/BG) GR 1 THINK MATH!  
 LUG TAG (S/BG) GR 2 THINK MATH!  
 LUG TAG (S/BG) GR 3 THINK MATH!  
 LUG TAG (S/BG) GR 4 THINK MATH!  
 LUG TAG (S/BG) GR 5 THINK MATH!  
 CA F/S TE COLL GR K THINK MATH!  
 CA F/S TE COLL GR 2 THINK MATH!  
 CA F/S TE COLL GR 3 THINK MATH!  
 CA F/S TE COLL GR 4 THINK MATH!  
 CA F/S TE COLL GR 5 THINK MATH!  
 TX HEADER(SBMSN BX) GR K-5 THNK MATH!  
 TX RT FRNT SPACR MNP KT(SBMSN)K-2 THINK  
 TX GR STKR (SBMSN BX) GR K THINK MATH!  
 TX LFT FRNT SPACR MNP KT(SBMSN)K-2 THNK  
 NTL/TX LID/HEADER(S/BX) G K THINK MATH  
 NTL/TX LID/HEADER(S/BX) G 1 THINK MATH  
 NTL/TX LID/HEADER(S/BX) G 2 THINK MATH  
 NTL/TX LID/HEADER(S/BX) G 3 THINK MATH  
 NTL/TX LID/HEADER(S/BX) G 4 THINK MATH  
 NTL/TX LID/HEADER(S/BX) G 5 THINK MATH  
 NTL/TX CTR DVDR(S/BX) K-5 THINK MATH  
 NTL/TX RT HINGE(S/BX) K-5 THINK MATH  
 NTL/TX LFT HINGE(S/BX) K-5 THINK MATH  
 NTL/TX TE PLATFORM(S/BX) K-5 THINK MATH  
 NTL/TX RT DOOR(S/BX) K-5 THINK MATH  
 NTL/TX LFT DOOR(S/BX) K-5 THINK MATH  
 NTL/TX INSRT LFT DOOR 2 (S/BX) K-5 THNK  
 NTL/TX BODY(S/BX) K-5 THINK MATH  
 LUG TAG (S/BG) GR K THINK MATH!  
 TE SMPLR (PROMO) GR 1 THINK MATH!  
 TE SMPLR (PROMO) GR 3 THINK MATH!  
 TE SMPLR (PROMO) GR 5 THINK MATH!  
 TX TE SMPLR (PROMO) GR 2 THINK MATH!  
 TX TE SMPLR (PROMO) GR 3 THINK MATH!  
 TX TE SMPLR (PROMO) GR 5 THINK MATH!  
 F/S ACTIVITY TRNSP GR K THINK MATH  
 F/S ACTIVITY TRNSP GR 1 THINK MATH

F/S ACTIVITY TRNSP GR 2 THINK MATH  
 F/S ACTIVITY TRNSP GR 3 THINK MATH  
 F/S ACTIVITY TRNSP GR 4 THINK MATH  
 F/S ACTIVITY TRNSP GR 5 THINK MATH  
 TX HEADER STKR(2)(S/BX)K-5 THINK MATH!  
 DISPLAY TRAY(COMP N S/BX)K-5 THINK MATH  
 TE HOLDER(COMP N S/BX)K-5 THINK MATH  
 HRZNTL DVDR(5)(COMP N S/BX)K-5 THINK MATH  
 VERTICL DVDR(2)(COMP N S/BX)K-5 THINK MTH  
 SHPG FILLR(COMP N S/BX)K-5 THINK MATH  
 O/S(COMP N S/BX)K-5 THINK MATH  
 SLANTD BTM PLTFM(COMP N S/BX)K-5 THNK MTH  
 0153594241-C-TX TG VOL 2 GR 3 THINK MATH  
 015359425X-C-TX TG VOL 1 GR 4 THINK MATH  
 0153594268-C-TX TG VOL 2 GR 4 THINK MATH  
 0153594276-C-TX TG VOL 1 GR 5 THINK MATH  
 0153594284-C-TX TG VOL 2 GR 5 THINK MATH  
 0153594225-C-TX TG VOL 2 GR 2 THINK MATH  
 0153594217-C-TX TG VOL 1 GR 2 THINK MATH  
 015359411X-C-TG VOL 1 GR 3 THINK MATH!  
 0153594055-C-TG VOL 1 GR K THINK MATH!  
 0153594063-C-TG VOL 2 GR K THINK MATH!  
 0153594071-C-TG VOL 1 GR 1 THINK MATH!  
 015359408X-C-TG VOL 2 GR 1 THINK MATH!  
 0153594233-C-TX TG VOL 1 GR 3 THINK MATH  
 0153594101-C-TG VOL 2 GR 2 THINK MATH!  
 0153594128-C-TG VOL 2 GR 3 THINK MATH!  
 0153594136-C-TG VOL 1 GR 4 THINK MATH!  
 0153594144-C-TG VOL 2 GR 4 THINK MATH!  
 0153594152-C-TG VOL 1 GR 5 THINK MATH!  
 0153594160-C-TG VOL 2 GR 5 THINK MATH!  
 0153594179-C-TX TG VOL 1 GR K THINK MATH  
 0153594187-C-TX TG VOL 2 GR K THINK MATH  
 0153594195-C-TX TG VOL 1 GR 1 THINK MATH  
 0153594209-C-TX TG VOL 2 GR 1 THINK MATH  
 0153594098-C-TG VOL 1 GR 2 THINK MATH!  
 0153661186-C-NTL/TX PHS4 TG VOL 2 GR K T  
 0153661178-C-NTL/TX PHS4 TG VOL 1 GR K T  
 0153661372-C-NTL/TX PHS4 TG VOL 1 GR 3 T  
 0153661941-C-NTL/TX PHS4 TG VOL 2 GR 3 T  
 015366195X-C-NTL/TX PHS4 TG VOL 1 GR 4 T  
 0153661968-C-NTL/TX PHS4 TG VOL 2 GR 4 T  
 0153661976-C-NTL/TX PHS4 TG VOL 1 GR 5 T  
 0153661984-C-NTL/TX PHS4 TG VOL 2 GR 5 T  
 0153685530-C-CA TE VOL 1 GK THINK MATH!  
 0153685549-C-CA TE VOL 2 GK THINK MATH!  
 015368559X-C-CA TE VOL 1 G3 THINK MATH!  
 0153685603-C-CA TE VOL 2 G3 THINK MATH!  
 0153685611-C-CA TE VOL 1 G4 THINK MATH!  
 015368562X-C-CA TE VOL 2 G4 THINK MATH!  
 0153685638-C-CA TE VOL 1 G5 THINK MATH!  
 0153685646-C-CA TE VOL 2 G5 THINK MATH!  
 0153424753-C-STUDENT HNDBK GR3 THINK MAT  
 0153424761-C-STUDENT HNDBK GR4 THINK MAT  
 015342477X-C-STUDENT HNDBK GR5 THINK MAT  
 1172993-SIG-TG VOL 1 GR K THINK MATH!  
 1172993-C-TG VOL 1 GR K THINK MATH!  
 1172996-SIG-TG VOL 2 GR K THINK MATH!  
 1172996-C-TG VOL 2 GR K THINK MATH!  
 LESSON ACT BK GRK THINK MATH!  
 LESSON ACT BK GR1 THINK MATH!  
 LESSON ACT BK GR2 THINK MATH!

LESSON ACT BK GR3 THINK MATH!  
 LESSON ACT BK GR4 THINK MATH!  
 LESSON ACT BK GR5 THINK MATH!  
 STUDENT HNDBK GR3 THINK MATH!  
 NV LESSON ACT BK GRK THINK MATH!  
 NV LESSON ACT BK GR1 THINK MATH!  
 NV LESSON ACT BK GR2 THINK MATH!  
 NV LESSON ACT BK GR3 THINK MATH!  
 NV LESSON ACT BK GR4 THINK MATH!  
 NV LESSON ACT BK GR5 THINK MATH!  
 NV TG VOL 1 GR K THINK MATH!  
 NV TG VOL 2 GR K THINK MATH!  
 NV TG VOL 1 GR 1 THINK MATH!  
 NV TG VOL 2 GR 1 THINK MATH!  
 NV TG VOL 1 GR 2 THINK MATH!  
 NV TG VOL 2 GR 2 THINK MATH!  
 NV TG VOL 1 GR 3 THINK MATH!  
 NV TG VOL 2 GR 3 THINK MATH!  
 NV TG VOL 1 GR 4 THINK MATH!  
 NV TG VOL 2 GR 4 THINK MATH!  
 NV TG VOL 1 GR 5 THINK MATH!  
 NV TG VOL 2 GR 5 THINK MATH!  
 TG VOL 1 GR 1 THINK MATH!  
 TG VOL 1 GR 2 THINK MATH!  
 TG VOL 2 GR 2 THINK MATH!  
 TG VOL 1 GR 3 THINK MATH!  
 TG VOL 2 GR 3 THINK MATH!  
 TG VOL 1 GR 5 THINK MATH!  
 TG VOL 2 GR 5 THINK MATH!  
 TX TG VOL 1 GR K THINK MATH!  
 TX TG VOL 2 GR K THINK MATH!  
 TX TG VOL 1 GR 1 THINK MATH!  
 TX TG VOL 2 GR 1 THINK MATH!  
 TX TG VOL 1 GR 2 THINK MATH!  
 TX TG VOL 2 GR 2 THINK MATH!  
 TX TG VOL 1 GR 5 THINK MATH!  
 TX TG VOL 2 GR 5 THINK MATH!  
 GA TABS GR K THINK MATH!  
 GA TABS GR 1 THINK MATH!  
 GA TABS GR 2 THINK MATH!  
 GA TABS GR 3 THINK MATH!  
 GA TABS GR 5 THINK MATH!  
 CA TE VOL 2 GK THINK MATH!  
 NTL/TX F/S STDNT RES COLL GK PENSAR/MTH  
 NTL/TX F/S STDNT RES COLL G1 PENSAR/MTH  
 NTL/TX F/S STDNT RES COLL G2 PENSAR/MTH  
 NTL/TX F/S STDNT RES COLL G3 PENSAR/MTH  
 NTL/TX F/S STDNT RES COLL G4 PENSAR/MTH  
 NTL/TX F/S STDNT RES COLL G5 PENSAR/MTH  
 NTL/TX F/S TG COLL GR K PENSAR/MATH!  
 NTL/TX F/S TG COLL GR 1 PENSAR/MATH!  
 NTL/TX F/S TG COLL GR 2 PENSAR/MATH!  
 NTL/TX F/S TG COLL GR 3 PENSAR/MATH!  
 NTL/TX F/S TG COLL GR 4 PENSAR/MATH!  
 NTL/TX F/S TG COLL GR 5 PENSAR/MATH!  
 NTL/TX F/S WRTON PSTERS K-2 PENSAR/MATH  
 NTL/TX F/S WRTON PSTERS 3-4 PENSAR/MATH  
 NTL/TX F/S WRT ON PSTERS G5 PENSAR/MATH  
 NTL/TX F/S POSTERSG 3 PENSAR/MATH!  
 NTL/TX F/S POSTERSG 4 PENSAR/MATH!  
 NTL/TX F/S POSTERSG 5 PENSAR/MATH!  
 NTL/TX WRT ON/OFF PSTERS K-2 PENSAR/MTH



NTL/TX WRT ON/OFF PSTERS 3-4 PENSAR/MTH  
 NTL/TX WRT ON/OFF PSTERS G5 PENSAR/MATH  
 TX HEADER (SBMSN BX) K-5 PENSAR/MATH!  
 CA F/S TG COLL GR K PENSAR/MATH!  
 CA F/S TG COLL GR 1 PENSAR/MATH!  
 CA F/S TG COLL GR 2 PENSAR/MATH!  
 CA F/S TG COLL GR 3 PENSAR/MATH!  
 CA F/S TG COLL GR 4 PENSAR/MATH!  
 CA F/S TG COLL GR 5 PENSAR/MATH!  
 NTL/TX F/S TG COLL PHS4 GK PENSAR/MATH!  
 NTL/TX F/S TG COLL PHS4 G1 PENSAR/MATH!  
 NTL/TX F/S TG COLL PHS4 G2 PENSAR/MATH!  
 NTL/TX F/S TG COLL PHS4 G3 PENSAR/MATH!  
 NTL/TX F/S TG COLL PHS4 G4 PENSAR/MATH!  
 NTL/TX F/S TG COLL PHS4 G5 PENSAR/MATH!  
 NTL/TX LID/HEADER(S/BX)GR K PENSAR/MATH!  
 NTL/TX LID/HEADER(S/BX)GR 1 PENSAR/MATH!  
 NTL/TX LID/HEADER(S/BX)GR 2 PENSAR/MATH!  
 NTL/TX LID/HEADER(S/BX)GR 3 PENSAR/MATH!  
 NTL/TX LID/HEADER(S/BX)GR 4 PENSAR/MATH!  
 NTL/TX LID/HEADER(S/BX)GR 5 PENSAR/MATH!  
 F/S ACTIVITY TRNSP GR K PENSAR/MATH  
 F/S ACTIVITY TRNSP GR 1 PENSAR/MATH  
 F/S ACTIVITY TRNSP GR 2 PENSAR/MATH  
 F/S ACTIVITY TRNSP GR 3 PENSAR/MATH  
 F/S ACTIVITY TRNSP GR 4 PENSAR/MATH  
 F/S ACTIVITY TRNSP GR 5 PENSAR/MATH  
 O/S (S/BX) K-5 PENSAR/MATH  
 N/T BRCHR BLEND MODEL(S/BX)K-5 PNSR/MTH  
 015363913X-C-NTL/TX TG VOL 2 GR 5 PENSAR  
 0153639121-C-NTL/TX TG VOL 1 GR 5 PENSAR  
 0153638931-C-NTL/TX STUDENT HNDBK G3 PEN  
 015363894X-C-NTL/TX STUDENT HNDBK G4 PEN  
 0153638958-C-NTL/TX STUDENT HNDBK G5 PEN  
 0153639024-C-NTL/TX TG VOL 1 GR K PENSAR  
 0153639032-C-NTL/TX TG VOL 2 GR K PENSAR  
 0153639083-C-NTL/TX TG VOL 1 GR 3 PENSAR  
 0153639091-C-NTL/TX TG VOL 2 GR 3 PENSAR  
 0153639105-C-NTL/TX TG VOL 1 GR 4 PENSAR  
 0153739274-C-NTL/TX TG VOL 1 PHS4 GR 1 P  
 0153739266-C-NTL/TX TG VOL 2 PHS4 GR K P  
 0153739282-C-NTL/TX TG VOL 2 PHS4 GR 1 P  
 0153739290-C-NTL/TX TG VOL 1 PHS4 GR 2 P  
 0153739304-C-NTL/TX TG VOL 2 PHS4 GR 2 P  
 0153739312-C-NTL/TX TG VOL 1 PHS4 GR 3 P  
 0153739320-C-NTL/TX TG VOL 2 PHS4 GR 3 P  
 0153739339-C-NTL/TX TG VOL 1 PHS4 GR 4 P  
 0153739347-C-NTL/TX TG VOL 2 PHS4 GR 4 P  
 0153739355-C-NTL/TX TG VOL 1 PHS4 GR 5 P  
 0153739363-C-NTL/TX TG VOL 2 PHS4 GR 5 P  
 0153739258-C-NTL/TX TG VOL 1 PHS4 GR K P  
 1184384-C-NTL/TX TG V 2 GR 4 PENSAR MATH  
 1184369-C-NTL/TX TG V 1 GR 2 PENSAR MATH  
 1184372-C-NTL/TX TG V 2 GR 2 PENSAR MATH  
 1184364-C-NTL/TX TG V 1 GR 1 PENSAR MATH  
 1184367-C-NTL/TX TG V 2 GR 1 PENSAR MATH  
 NTL/TX LSSN ACT BK GR K PENSAR/MATH!  
 NTL/TX LSSN ACT BK GR 1 PENSAR/MATH!  
 NTL/TX LSSN ACT BK GR 2 PENSAR/MATH!  
 NTL/TX LSSN ACT BK GR 3 PENSAR/MATH!  
 NTL/TX LSSN ACT BK GR 4 PENSAR/MATH!  
 NTL/TX LSSN ACT BK GR 5 PENSAR/MATH!

NTL/TX TG VOL 2 GR K PENSAR/MATH!  
 NTL/TX TG VOL 1 GR 2 PENSAR/MATH!  
 NTL/TX TG VOL 1 GR 4 PENSAR/MATH!  
 NTL/TX TG VOL 2 GR 4 PENSAR/MATH!  
 NTL/TX TG VOL 1 GR 5 PENSAR/MATH!  
 COMPONENTS BRCHR (S/BX) K-5 THINK MATH!  
 BLENDED MODEL BRCHR(S/BX)K-5 PNSR/THNK  
 TG VOL 2 GR K THINK MATH!  
 TX TECH SMPLR(S/BX)(ENG/SPN)K-5 THNK MTH  
 TX COMPREHNSIVE BRCHR(S/BX)K-5 THNK MTH  
 TG VOL 1 GR K THINK MATH!  
 COMPANION BRCHR(PROMO)K-6 THINK MATH  
 TX READ ME FIRST BRCHR(S/BX)K-5 THNK MTH  
 TECH SMPLR (S/BX) GR K-5 THINK MATH!  
 TX SNEAK PREVIEW BX(SBMSN)G4 THNK MATH  
 TX SNEAK PREVIEW BX(SBMSN)G3 THNK MATH  
 TX SNEAK PREVIEW BX(SBMSN)G5 THNK MATH  
 TX COMPONENTS BRCHR(S/BX)K-5 PNSR/THNK  
 TX SNEAK PREVIEW BX(SBMSN)G2 THNK MATH  
 TX SNEAK PREVIEW BX(SBMSN)G1 THNK MATH  
 COMPREHENSIVE BRCHR (S/BX) K-5 THINK MAT  
 TX SNEAK PREVIEW BX(SBMSN)GK THNK MATH  
 TX CORRECTED COPIES BOX GR 5 PENSAR/MTH  
 TX CORRECTED COPIES BOX GR 4 THINK MATH  
 TX CORRECTED COPIES BOX GR 3 THINK MATH  
 TX CORRECTED COPIES BOX GR 5 THINK MATH  
 RESEARCH BRCHR (S/BX) K-5 THINK MATH!  
 TX CORRECTED COPIES BOX GR 4 PENSAR/MTH  
 TX CORRECTED COPIES BOX GR 3 PENSAR/MTH  
 TX CORRECTED COPIES BOX GR K PENSAR/MTH  
 TX CORRECTED COPIES BOX GR K THINK MATH  
 TX CORRECTED COPIES BOX GR 2 PENSAR/MTH  
 TX CORRECTED COPIES BOX GR 1 PENSAR/MTH  
 TG VOL 2 GR 1 THINK MATH!  
 TX CORRECTED COPIES BOX GR 2 THINK MATH  
 TX CORRECTED COPIES BOX GR 1 THINK MATH  
 NTL/TX REPL COMP MANIP KIT 1 THINK/PENSR  
 TECH BRCHR (PROMO) GR K-5 THINK MATH!  
 TE/SE COMPNION SMPLR(S/B&PRM)K THNK MTH  
 TX CNT LBL TCHR MTLS PKG G K PENSAR/MATH  
 TX CNT LBL TCHR MTLS PKG G 1 PENSAR/MATH  
 TX CNT LBL TCHR MTLS PKG G 2 PENSAR/MATH  
 TX CNT LBL TCHR MTLS PKG G 3 PENSAR/MATH  
 TX CNT LBL TCHR MTLS PKG G 4 PENSAR/MATH  
 TX CNT LBL TCHR MTLS PKG G 5 PENSAR/MATH  
 TG VOL 2 GR 4 THINK MATH!  
 TX BX LBL(2)TCHR MTLS PKG GK PENSAR/MATH  
 TX BX LBL(2)TCHR MTLS PKG G2 PENSAR/MATH  
 TX BX LBL(2)TCHR MTLS PKG G3 PENSAR/MATH  
 TX BX LBL(2)TCHR MTLS PKG G4 PENSAR/MATH  
 TX BX LBL(2)TCHR MTLS PKG G5 PENSAR/MATH  
 TX CNT LBL TCHR BID PKG G 4 PENSAR/MATH  
 TX CNT LBL TCHR BID PKG G 5 PENSAR/MATH  
 TX CNT LBL TCHR MTLS PKG G 5 THINK MATH  
 NTL/TX REPL COMP MANIP KIT 2 THINK/PENSR  
 TX BX LBL(2)TCHR MTLS PKG G 5 THINK MATH  
 TX CNT LBL TCHR BID PKG GR 2 THINK MATH  
 TX CNT LBL TCHR MTLS PKG G 1 THINK MATH  
 TX CNT LBL TCHR MTLS PKG G K THINK MATH  
 TX CNT LBL TCHR MTLS PKG G 3 THINK MATH  
 TX CNT LBL TCHR MTLS PKG G 4 THINK MATH  
 TX CNT LBL TCHR BID PKG GR 1 THINK MATH

TX CNT LBL TCHR BID PKG G 3 PENSAR/MATH  
 NTL/TX O/S(S/BX) K-5 THINK MATH  
 TX BX LBL(2)TCHR MTLG PKG G 1 THINK MATH  
 TX BX LBL(2)TCHR MTLG PKG G K THINK MATH  
 TX BX LBL(2)TCHR MTLG PKG G 2 THINK MATH  
 TX BX LBL(2)TCHR MTLG PKG G 3 THINK MATH  
 TX BX LBL(2)TCHR MTLG PKG G 4 THINK MATH  
 TX CNT LBL TCHR BID PKG GR 3 THINK MATH  
 TX BX LBL(2)TCHR BID PKG GR 2 THINK MATH  
 TX BX LBL(2)TCHR BID PKG G 3 PENSAR/MATH  
 TX BX LBL(2)TCHR BID PKG GR 1 THINK MATH  
 TX BX LBL(2)TCHR BID PKG G 4 PENSAR/MATH  
 NTL/TX REPL COMP MANIP KIT 4 THINK/PENSAR  
 TX BX LBL(2)TCHR BID PKG G 5 PENSAR/MATH  
 TX CNT LBL TCHR BID PKG GR 4 THINK MATH  
 TX BX LBL(2)TCHR BID PKG GR 3 THINK MATH  
 TX CNT LBL TCHR BID PKG G 1 PENSAR/MATH  
 TX CNT LBL TCHR BID PKG G 2 PENSAR/MATH  
 GD:PHS 1 NSF COMP CHPTR (CH2)3 THNK MTH  
 TX CNT LBL TCHR BID PKG GR 5 THINK MATH  
 TX BX LBL(2)TCHR BID PKG G 1 PENSAR/MATH  
 TX BX LBL(2)TCHR BID PKG GR 4 THINK MATH  
 TX BX LBL(2)TCHR BID PKG G 2 PENSAR/MATH  
 TX BX LBL(2)TCHR BID PKG GR 5 THINK MATH  
 GD:PHS 1 NSF COMP CHPTR (CH3)5 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH5)1 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH3)3 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH7)5 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH5)2 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH5)4 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH1)2 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH3)2 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH2)4 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH6)1 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH10)1 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH12)1 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH15)2 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH7)4 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH6)3 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH10)3 THNK MTH  
 TX STKR TE SAMPLER K-5 THNK MATH  
 SPANISH SMPLR (S/BX) GR 1&5 THINK MATH!  
 GD:PHS 1 NSF COMP CHPTR (CH4)1 THNK MTH  
 COMPANION LSSN SMPLR(PROMO)K-6 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH13)2 THNK MTH  
 TX BRCHR TECH SMPLR(S/BX) K-5 THNK MTH  
 COMPNION BRCHR REV(S/B&PROMO)2 THNK MTH  
 COMPNION BRCHR REV(S/B&PROMO)1 THNK MTH  
 COMPNION BRCHR REV(S/B&PROMO)3 THNK MTH  
 COMPNION BRCHR REV(S/B&PROMO)4 THNK MTH  
 COMPNION BRCHR REV(S/B&PROMO)5 THNK MTH  
 UT SBMSN BX GR K THINK MATH  
 UT SBMSN BX GR 1 THINK MATH  
 UT SBMSN BX GR 2 THINK MATH  
 UT SBMSN BX GR 3 THINK MATH  
 UT SBMSN BX GR 4 THINK MATH  
 UT SBMSN BX GR 5 THINK MATH  
 TX CNT LBL TCHR MTLG PKG G 2 THINK MATH  
 OR SBMSN SE/TE BX G K THINK MATH  
 OR SBMSN SE/TE BX G 1 THINK MATH  
 OR SBMSN SE/TE BX G 2 THINK MATH  
 OR SBMSN SE/TE BX G 3 THINK MATH

OR SBMSN SE/TE BX G 4 THINK MATH  
 OR SBMSN SE/TE BX G 5 THINK MATH  
 OR SBMSN PRESENTATN BX G K THINK MATH  
 OR SBMSN PRESENTATN BX G 1 THINK MATH  
 OR SBMSN PRESENTATN BX G 2 THINK MATH  
 OR SBMSN PRESENTATN BX G 3 THINK MATH  
 OR SBMSN PRESENTATN BX G 4 THINK MATH  
 OR SBMSN PRESENTATN BX G 5 THINK MATH  
 OR SBMSN PRSNTN TCH MDL KIT GK THNK MTH  
 OR SBMSN PRSNTN TCH MDL KIT G1 THNK MTH  
 OR SBMSN PRSNTN TCH MDL KIT G2 THNK MTH  
 OR SBMSN PRSNTN TCH MDL KIT G3 THNK MTH  
 OR SBMSN PRSNTN TCH MDL KIT G4 THNK MTH  
 OR SBMSN PRSNTN TCH MDL KIT G5 THNK MTH  
 GD:PHS 1 NSF COMP CHPTR (CH1)5 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH9)1 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH9)2 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH8)3 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH11)3 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH4)4 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH9)4 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH10)4 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH9)5 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH13)5 THNK MTH  
 FLYER/MANIPS CMG SOON(S/BX)3-5 THNK MTH  
 GD:PHS 2 NSF COMP CHPTR (CH11)5 THNK MTH  
 READ ME FIRST BRCHR (S/BX) GR K-5 THINK  
 TE SMPLR (PROMO) GR K THINK MATH!  
 TE SMPLR (PROMO) GR 2 THINK MATH!  
 TE SMPLR (PROMO) GR 4 THINK MATH!  
 FLYER:COMING SOON(PROMO&S/B)K-6 NSF 07  
 FLIP TEASER BRCHR (PROMO) THINK MATH  
 TG VOL 1 GR 4 THINK MATH!  
 TX BX LBL(2)TCHR MTLG PKG G1 PENSAR/MATH  
 TX SNEAK PREVIEW BX(SBMSN)GK PENSAR/MTH  
 TX SNEAK PREVIEW BX(SBMSN)G1 PENSAR/MTH  
 TX SNEAK PREVIEW BX(SBMSN)G2 PENSAR/MTH  
 TX SNEAK PREVIEW BX(SBMSN)G3 PENSAR/MTH  
 TX SNEAK PREVIEW BX(SBMSN)G4 PENSAR/MTH  
 TX SNEAK PREVIEW BX(SBMSN)G5 PENSAR/MTH  
 GA CLR VINYL POUCH(10X12X2.5)1-5THNK MTH  
 TX SBMSN BX GR 5 PENSAR/MATH!  
 TX SBMSN BX GR 4 PENSAR/MATH!  
 TX SBMSN BX GR 3 PENSAR/MATH!  
 TX SBMSN BX GR K PENSAR/MATH!  
 TX SBMSN BX GR 2 PENSAR/MATH!  
 TX SBMSN BX GR 1 PENSAR/MATH!  
 NTL/TX REPL COMP MANIP KIT K THINK/PENSAR  
 TX SBMSN BX GR 4 THINK MATH!  
 TX SBMSN BX GR K THINK MATH!  
 TX SBMSN BX GR 1 THINK MATH!  
 TX SBMSN BX GR 2 THINK MATH!  
 TX SBMSN BX GR 3 THINK MATH!  
 TX SBMSN BX GR 5 THINK MATH!

**SCHEDULE 2(a)**

**HMH Agreements**

**Agreement** between California State Department of Education and Harcourt School Publishers, dated November 7, 2007, as delivered to Delta.

**Agreement** between Georgia Department of Education and Harcourt School Publishers, dated October 25, 2006, as delivered to Delta.

**Agreement** between Mississippi Department of Education and Harcourt School Publishers, dated June 12, 2008, as delivered to Delta.

**Agreement** between the Texas State Board of Education and Harcourt School Publishers, dated November 26, 2007, as delivered to Delta.

HMH will agree that there shall be no renewals, amendments or extensions of these agreements.

## **SCHEDULE 8(a)(1)**

### **Royalty Rates**

Royalty on English Language Version of Pupil's Edition. SSI shall pay EDC Royalties on Net Revenues derived from sales of the English language print version of the pupil's edition of the Products (as defined in Paragraph 8(c) of this Agreement), for the life of each edition of 12% of Net Revenues.

Royalty on Foreign Language Versions of Pupil's Edition. SSI shall pay EDC Royalties at rate of 12% on Net Revenues derived from sales of foreign language print versions of the pupil's edition of the Products (as defined in Paragraph 8(c) of this Agreement).

Royalty on Electronic Versions of the Products. SSI shall pay EDC Royalties at the rate of 18% on Net Revenues derived from sales of electronic versions of the Products (as defined in Paragraph 8(c) of this Agreement).

Royalty on Subsidiary Rights. Except as otherwise provided in this Agreement, SSI shall pay EDC Royalties equal to one-half (1/2) of the Net Revenues derived from the exercise of any Subsidiary Rights by SSI.

Ancillaries. EDC's royalties or other compensation for Ancillaries shall be negotiated by the parties on a case by case basis.

Derivative Works. EDC's royalties or other compensation for Derivative Works shall be negotiated by the parties on a case by case basis. In the event that either party wishes to create a Derivative Work, such party shall notify the other party of its plans. It is anticipated that the parties will agree on plans and terms within sixty (60) days, but neither party shall be obligated to agree upon the terms for any such Derivative Work.

Royalty Statements and Payments. SSI shall render Royalty statements to EDC in accordance with SSI's regular practices every six months and shall at the same time make payment of the amount shown to be due, subject to the claims thereon by SSI for any other sums due and owing to SSI. Statements and payments will be made in April for the period ending December 31 of the prior year, and in October for the period ending the prior June 30. If less than \$50 is due for any accounting period (the "Threshold Amount"), SSI is not required to render a statement or to make a payment until after the accounting period in which the Threshold Amount or more is due to EDC. Should EDC receive an overpayment of Royalties arising from copies reported sold but subsequently credited, as for example when returned, or should there be other amounts chargeable to EDC under this or any other Agreement, SSI may deduct such overpayment or amounts from any further sums due to EDC. If such sums have not been fully repaid within two years, EDC shall, upon written request, make full payment to SSI.

Right to Audit Royalty Statements. For a period of two (2) years ("Retention Period") following a payment of Royalties by SSI to EDC or the issuance of a Royalty statement,

SSI shall maintain such books and records (collectively "Books and Records") at SSI's principal office as are necessary to substantiate that (i) such Royalty statement submitted to EDC hereunder was true, complete and accurate, and (ii) such Royalty payment to EDC was made in accordance with the provisions of this Agreement. All Books and Records shall be maintained in accordance with generally accepted accounting principles consistently applied. During the Retention Period, the Books and Records shall be open to inspection, audit and copy no more than once a year by or on behalf of EDC upon reasonable notice during business hours.

**SCHEDULE 8(a)(2)****Products on which Royalties are to be Paid**

<b>ISBN</b>	<b>Title</b>
9780153418433	LESSON ACT BK GRK THINK MATH!
9780153418440	LESSON ACT BK GR1 THINK MATH!
9780153418457	LESSON ACT BK GR2 THINK MATH!
9780153418464	LESSON ACT BK GR3 THINK MATH!
9780153418471	LESSON ACT BK GR4 THINK MATH!
9780153418488	LESSON ACT BK GR5 THINK MATH!
9780153424755	STUDENT HNDBK GR3 THINK MATH!
9780153424762	STUDENT HNDBK GR4 THINK MATH!
9780153424779	STUDENT HNDBK GR5 THINK MATH!
9780153424939	PRACT BK GR1 THINK MATH!
9780153424946	PRACT BK GR2 THINK MATH!
9780153424953	PRACT BK GR3 THINK MATH!
9780153424960	PRACT BK GR4 THINK MATH!
9780153424977	PRACT BK GR5 THINK MATH!
9780153588525	TX LESSON ACT BK GR K THINK MATH!
9780153588532	TX LESSON ACT BK GR 1 THINK MATH!
9780153588549	TX LESSON ACT BK GR 2 THINK MATH!
9780153588556	TX LESSON ACT BK GR 3 THINK MATH!
9780153588563	TX LESSON ACT BK GR 4 THINK MATH!
9780153588570	TX LESSON ACT BK GR 5 THINK MATH!
9780153638879	NTL/TX LSSN ACT BK GR K PENSAR/MATH!
9780153638886	NTL/TX LSSN ACT BK GR 1 PENSAR/MATH!
9780153638893	NTL/TX LSSN ACT BK GR 2 PENSAR/MATH!
9780153638909	NTL/TX LSSN ACT BK GR 3 PENSAR/MATH!
9780153638916	NTL/TX LSSN ACT BK GR 4 PENSAR/MATH!
9780153638923	NTL/TX LSSN ACT BK GR 5 PENSAR/MATH!
9780153638930	NTL/TX STUDENT HNDBK G3 PENSAR/MATH!
9780153638947	NTL/TX STUDENT HNDBK G4 PENSAR/MATH!
9780153638954	NTL/TX STUDENT HNDBK G5 PENSAR/MATH!
9780153639272	NTL/TX PRACT BK GR 1 PENSAR/MATH!
9780153639289	NTL/TX PRACT BK GR 2 PENSAR/MATH!
9780153639296	NTL/TX PRACT BK GR 3 PENSAR/MATH!
9780153639302	NTL/TX PRACT BK GR 4 PENSAR/MATH!
9780153639319	NTL/TX PRACT BK GR 5 PENSAR/MATH!
9780153721823	TX ONLINE LSSN ACT BK GK THINK MATH!
9780153721830	TX ONLINE LSSN ACT BK G1 THINK MATH!
9780153721847	TX ONLINE LSSN ACT BK G2 THINK MATH!
9780153721854	TX ONLINE LSSN ACT BK G3 THINK MATH!
9780153721861	TX ONLINE LSSN ACT BK G4 THINK MATH!
9780153721878	TX ONLINE LSSN ACT BK G5 THINK MATH!
9780153722073	NTL/TX ONLINE PRAC BK G1 THINK MATH!
9780153722080	NTL/TX ONLINE PRAC BK G2 THINK MATH!
9780153722097	NTL/TX ONLINE PRAC BK G3 THINK MATH!
9780153722103	NTL/TX ONLINE PRAC BK G4 THINK MATH!
9780153722110	NTL/TX ONLINE PRAC BK G5 THINK MATH!
9780153812637	ONLINE LSSN ACT BK GK THINK MATH!
9780153812644	ONLINE LSSN ACT BK G1 THINK MATH!

9780153812651	ONLINE LSSN ACT BK G2 THINK MATH!
9780153812668	ONLINE LSSN ACT BK G3 THINK MATH!
9780153812675	ONLINE LSSN ACT BK G4 THINK MATH!
9780153812682	ONLINE LSSN ACT BK G5 THINK MATH!
9780153823886	NV LESSON ACT BK GRK THINK MATH!
9780153823893	NV LESSON ACT BK GR1 THINK MATH!
9780153823909	NV LESSON ACT BK GR2 THINK MATH!
9780153823916	NV LESSON ACT BK GR3 THINK MATH!
9780153823923	NV LESSON ACT BK GR4 THINK MATH!
9780153823930	NV LESSON ACT BK GR5 THINK MATH!
9780153721885	NTL/TX ONLINE STD HNDBK G3 THINK MATH!
9780153721892	NTL/TX ONLINE STD HNDBK G4 THINK MATH!
9780153721908	NTL/TX ONLINE STD HNDBK G5 THINK MATH!

4789266\_1

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

In re: ) Chapter 11  
)  
SCHOOL SPECIALTY, INC., et al., ) Case No. 13-10125 (KJC)  
)  
) Jointly Administered  
Debtors. )  
----- X

**AFFIDAVIT OF WILLIAM W. WELLER, PARALEGAL**

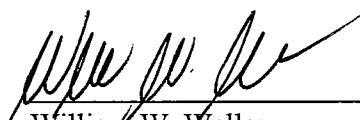
STATE OF DELAWARE :  
: SS:  
NEW CASTLE COUNTY :

I, William W. Weller, certify that I am, and at all times during the service, have been an employee of Morris James LLP, not less than 18 years of age and not a party to the matter concerning which service was made. I certify further that on May 16, 2013, I caused to be served:

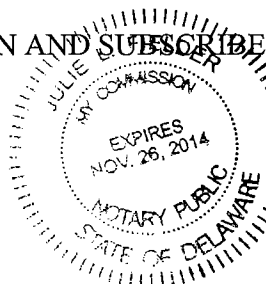
**OBJECTION OF EDUCATION DEVELOPMENT CENTER, INC. TO DEBTOR'S  
PROPOSED ASSUMPTION OF LICENSE AGREEMENT**

Service was completed upon parties on the attached list as indicated thereon.

Date: May 16, 2013

  
\_\_\_\_\_  
William W. Weller

SWORN AND SUBSCRIBED before me this 16<sup>th</sup> day of May, 2013.



  
\_\_\_\_\_  
NOTARY

My commission expires: 11/26/14



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