UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SCHOOL SPECIALTY, INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case No. 13-10125 (KJC) Jointly Administered **Re: Docket Nos. 1025, 1158, 1054 & 1186**

CERTIFICATION OF COUNSEL

The undersigned hereby certifies as follows:

1. On January 28, 2013 (the "Petition Date"), Premier and its above-captioned debtor-affiliates (then the "Debtors," and currently the "Reorganized Debtors") filed voluntary petitions under chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court").

2. On April 23, 2013, the Debtors filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 862] (the "Initial Plan") and the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 864] (the "Disclosure Statement"). Conditional approval of the Disclosure Statement was granted by the Court on April 24, 2013 [Docket No. 902].

3. Following the Court granting conditional approval of the Disclosure Statement, the Debtors continued extensive negotiations with various constituencies and on May

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

23, 2013, in connection with the confirmation hearing, the Debtors filed the *Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1158] (the "Plan").

4. On May 3, 2013, the Debtors caused a *Notice of (I) Possible Assumption of Executory Contracts and Unexpired Leases (II) Fixing of Cure Amounts and (III) Deadline to Object to Cure Amounts and Adequate Assurance of Future Performance* (the "Cure Notice") to be served on Franklin Covey [Docket No. 1025].

5. Through the Cure Notice, Premier notified Franklin Covey of its intention to assume that certain license agreement between (i) Franklin Covey on the one hand, and (ii) Premier Agendas Inc. ("Premier," and together with Franklin Covey, the "Parties") and its non-Debtor affiliate, Premier School Agendas LTD, Agenda Scolaire Premier Ltee ("PSA," and together with Premier, the "Premier Entities"), on the other hand, dated as of November of 2001 (the "License Agreement"), pursuant to Article VII of the Plan.

6. On May 15, 2013, Franklin Covey filed the *Objection of Franklin Covey to Debtors' Notice of Assumption of License Agreement* [Docket No. 1054] (the "Objection").

7. On May 23, 2013, the Court entered an Order confirming the Plan and approving the Disclosure Statement on a final basis [Docket No. 1159]. A corrected order confirming the Plan was entered on June 3, 2013 [Docket No. 1186] (the "Confirmation Order"). The Plan became effective on June 11, 2013 [Docket No. 1258] (the "Effective Date").

8. Pursuant to paragraph 45(iv)(a) of the Confirmation Order, the Objection was adjourned to the hearing scheduled for June 17, 2013, or such later date as may be agreed to by the parties or ordered by the Court. By agreement of the Parties, the Objection was subsequently adjourned to the hearing scheduled for July 31, 2013.

9. Following entry of the Confirmation Order, the Parties conducted extensive negotiations with respect to the License Agreement and the Objection. To resolve the Objection, on July 15, 2013, Franklin Covey and the Premier Entities entered into that certain *Amendment One to License Agreement* (the "Amendment"), which is attached to the Stipulation (as defined below) as *Exhibit 1*.

10. In addition, on July 31, 2013, Reorganized Premier and Franklin Covey entered into that certain *Stipulation Between Premier Agendas Inc. and Franklin Covey Co. Regarding Assumption of License Agreement* (the "Stipulation"), a copy of which is attached to the Proposed Order (as defined below) as *Exhibit A*, which Stipulation resolves the Objection.

WHEREFORE, the Reorganized Debtors respectfully request that the Court enter the proposed order (the "Proposed Order") attached hereto as Exhibit I approving the Stipulation.

Dated: July 31, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Maris J. Kandestin

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

- and -

PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP
Alan W. Kornberg
Jeffrey D. Saferstein
Margaret A. Phillips
1285 Avenue of the Americas
New York, New York 10019-6064
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Counsel for the Reorganized Debtors

EXHIBIT I

Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SCHOOL SPECIALTY, INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case No. 13-10125 (KJC) Jointly Administered **Re: Docket Nos. 1025, 1158, 1054, 1186 & ___**

ORDER APPROVING STIPULATION BETWEEN PREMIER AGENDAS INC. AND FRANKLIN COVEY CO. REGARDING ASSUMPTION OF LICENSE AGREEMENT

Upon consideration of the proposed assumption of the License Agreement[2] pursuant to Article VII of the Plan by Debtor Premier Agendas Inc. (the "Proposed Assumption"), and the *Objection of Franklin Covey to Debtors' Notice of Assumption of License Agreement* [Docket No. 1054] (the "Objection"); and it appearing that the Court has jurisdiction to consider the Proposed Assumption in accordance with 28 U.S.C. §§ 157 and 1334, the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012, and in accordance with Article XI of the Plan and paragraph KK of the Confirmation Order; and it appearing that venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Proposed Assumption having been given; and upon consideration of the *Stipulation Between Premier Agenda Inc. and Franklin Covey Co. Regarding Assumption of License Agreement* (the "Stipulation"); and it appearing that the

---

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

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Stipulation (as defined below).

Stipulation is in the best interests of the Debtors, their estates and creditors; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation attached hereto as Exhibit A is hereby approved and incorporated herein as if set forth in full.

2. This Court shall retain jurisdiction with respect to any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: ____________, 2013
Wilmington, Delaware

____
THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Stipulation

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SCHOOL SPECIALTY, INC., *et al.*,[1] Reorganized Debtors.	Chapter 11 Case No. 13-10125 (KJC) Jointly Administered **Re: Docket Nos. 1025, 1158, 1054 & 1186**

STIPULATION BETWEEN PREMIER AGENDAS INC. AND FRANKLIN COVEY CO. REGARDING ASSUMPTION OF LICENSE AGREEMENT

This stipulation (the "Stipulation") is made as of the date set forth below, between (i) Premier Agendas Inc. ("Premier") on the one hand and (ii) Franklin Covey Co. ("Franklin Covey") on the other hand (Premier and Franklin Covey together, the "Parties").

RECITALS

WHEREAS, on January 28, 2013 (the "Petition Date"), Premier and its above-captioned debtor-affiliates (then the "Debtors," and currently the "Reorganized Debtors") filed voluntary petitions under chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court");

WHEREAS, on April 23, 2013, the Debtors filed the *Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 862] (the "Initial Plan") and the *Disclosure Statement for the Debtors' Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 864] (the "Disclosure Statement").

---

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

Conditional approval of the Disclosure Statement was granted by the Court on April 24, 2013 [Docket No. 902].

WHEREAS, following the Court granting conditional approval of the Disclosure Statement, the Debtors continued extensive negotiations with various constituencies and on May 23, 2013, in connection with the confirmation hearing, the Debtors filed the *Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1158] (the "Plan").

WHEREAS, on May 3, 2013, the Debtors caused a *Notice of (I) Possible Assumption of Executory Contracts and Unexpired Leases (II) Fixing of Cure Amounts and (III) Deadline to Object to Cure Amounts and Adequate Assurance of Future Performance* (the "Cure Notice") to be served on Franklin Covey [Docket No. 1025].

WHEREAS, through the Cure Notice, Premier notified Franklin Covey of its intention to assume that certain license agreement between Franklin Covey on the one hand, and Premier and its non-Debtor affiliate, Premier School Agendas LTD, Agenda Scolaire Premier Ltee ("PSA," and together with Premier, the "Premier Entities"), on the other hand, dated as of November 2001 (the "License Agreement").

WHEREAS, on May 15, 2013, Franklin Covey filed the *Objection of Franklin Covey to Debtors' Notice of Assumption of License Agreement* [Docket No. 1054] (the "Objection").

WHEREAS, on May 23, 2013, the Court entered an Order confirming the Plan and approving the Disclosure Statement on a final basis [Docket No. 1159]. A corrected order confirming the Plan was entered on June 3, 2013 [Docket No. 1186] (the "Confirmation Order"). The Plan became effective on June 11, 2013 [Docket No. 1258] (the "Effective Date").

WHEREAS, pursuant to paragraph 45(iv)(a) of the Confirmation Order, the Objection was adjourned to the hearing scheduled for June 17, 2013, or such later date as may be agreed to by the parties or ordered by the Court.

WHEREAS, by agreement of the Parties, the Objection was subsequently adjourned to the hearing scheduled for July 31, 2013.

WHEREAS, following entry of the Confirmation Order, the Parties conducted extensive negotiations with respect to the License Agreement and the Objection.

WHEREAS, to resolve the Objection, on July 15, 2013, the Premier Entities and Franklin Covey entered into *Amendment One to License Agreement* (the "Amendment"), a copy of which is annexed hereto as Exhibit 1.

WHEREAS, Premier desires to assume the License Agreement, as modified by the Amendment, and Franklin Covey consents to such assumption and agrees to withdraw the Objection simultaneously with the entry of an Order of this Court approving this Stipulation..

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, stipulate and agree as follows:

1. The above recitals are incorporated as if fully set forth herein.

2. Reorganized Premier hereby assumes the License Agreement, as modified by the Amendment, pursuant to Section 365 of the Bankruptcy Code, effective as of the date of entry of an Order approving this Stipulation.

3. Upon entry of an Order approving this Stipulation, Franklin Covey's Objection shall be deemed withdrawn.

4. The terms contained in this Stipulation are pursuant to and consistent with the Plan.

5. This Stipulation shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

6. This Stipulation constitutes the entire agreement and understanding between the Parties and no Party has made any promises to or agreements with any other Party other than those contained in this Stipulation. No waiver or modification of any term or condition contained herein shall be valid or binding unless in writing and executed by the Parties hereto.

7. This Stipulation may be executed and delivered in any number of original or facsimile counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

8. Each representative signing this Stipulation represents and warrants that he or she has the authority to bind the Parties to the terms of this Stipulation.

IN WITNESS WHEREOF, the Parties have executed this Stipulation on the date set forth above.

Dated: July 31, 2013

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

- and -

Paul, Weiss, Rifkind, Wharton &
Garrison LLP
Alan W. Kornberg
Jeffrey D. Saferstein
Margaret A. Phillips
1285 Avenue of the Americas
New York, New York 10019-6064
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Counsel for the Reorganized Debtors

Dated: July 31, 2013

Jones Day
Benjamin Rosenblum (No. 4752)
222 East 41st Street
New York, NY 10017

Telephone: (212) 326-3939
Facsimile: (212) 755-7306

Counsel for Franklin Covey Co.

EXHIBIT 1

Amendment One to License Agreement

AMENDMENT ONE
TO LICENSE AGREEMENT

This Amendment One ("the Amendment") is made and entered into as of July 15, 2013 by and between **Franklin Covey Co.** ("Franklin Covey"), having its principal offices at 2200 West Parkway Blvd., Salt Lake City, Utah 84119, and **Premier Agendas Inc.,** a Washington corporation, and **Premier School Agendas Ltd., Agenda Scolaire Premier Ltee**, a corporation organized under the Canada Business Corporations Act and registered to do business in British Columbia, all having an office at 2000 Kentucky Street, Bellingham, Washington 98229 (all collectively referred to as "Premier").

WHEREAS, the parties desire to amend that certain License Agreement ("the Agreement") previously entered into between the parties dated in November of 2001; and

WHEREAS the parties desire to clarify points in the Agreement which primarily involve (a) the Agreement being for paper-based Agendas only; and (b) the license not granting Premier any rights to use the Intellectual Property in training courses, lesson plans, student curricula, family newsletters, or any other similar delivery methods (such as videos, PPT, social media sites including Twitter feeds, etc.).

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree as follows:

1. The second recital is hereby deleted in its entirety and replaced with the following:

   Whereas, Premier is desirous of obtaining and Franklin Covey is willing to grant to Premier a nonexclusive license to use the Intellectual Property throughout the world, excluding those countries and territories identified on the attached Schedule B (the permitted territory hereafter referred to as "the Territory"), in the English, Spanish and French languages ("the Languages") in connection with Premier's business of designing, manufacturing, marketing, selling and delivering to school districts and schools (i) its paper-only student and teacher date book organizers currently known as "Agendas" or "Planners" or "Organizers" (hereinafter referred to as "Agendas") and (ii) enabling teachers or administrators to teach students how to effectively optimize their use of the Agendas ("the Business");

2. Paragraph 1, "Grant of License," is hereby deleted in its entirety and replaced with the following:

   1. Grant of License. Franklin Covey hereby grants Premier a royalty free, nonexclusive, nontransferable (except as provided in Section 16 below), perpetual license ("the License") to use the Intellectual Property solely (a) in the Territory, (b) in the Languages, (c) in connection with the Business, and (d) in strict conformity with this Agreement. The foregoing notwithstanding, Franklin Covey shall not, after the date hereof, utilize, or grant a license to any other person or entity to utilize, the Intellectual Property in a student paper planner (including any teacher edition thereof and any supplements thereto) that is sold to schools or school districts in the United

States and Canada in direct competition with Agendas for use by administrators, teachers and students in the pre-kindergarten through 12th grade market. For clarity and avoidance of doubt, the license granted herein is for paper-based Agendas only, and does not include digital planner (or similar electronic) rights in any electronic media now known or hereafter developed. The parties agree that they will explore the possibility of a potential digital planner license agreement over the next year, but this in no way implies an obligation on the part of either party to enter into such an agreement with the other. Further, Premier does not, under this Agreement, have the right, as it pertains to the Business, to either itself teach, or enable teachers or administrators to teach, any students or staff curriculum/lessons based on the Intellectual Property in any manner. For clarity and avoidance of doubt, Premier is not prohibited from offering lesson plans and newsletters for its Foundations Product Line, but Premier is prohibited from including, in the lesson plans and newsletters for its Foundations Product Line, lesson plans that reference or utilize the Intellectual Property.

3. The following shall be added at the end of Paragraph 7.

Further Franklin Covey agrees to provide training to Premier's team(s), at reasonable times and on reasonable notice, which may include sessions such as conference calls and/or on-site meetings as the parties may reasonably agree, to assist Premier's team(s) to understand the scope of the Agreement and the relationship between the parties. At these sessions, Franklin Covey will provide to Premier's development team(s) information on the rights granted and the limits within the Agreement to facilitate the team(s) in avoiding enabling a school to deliver a 7 Habits (or the like) program. The training sessions described above are intended as examples, not meant to be limiting in terms of the information to be provided or the means by which the information is provided.

4. The following new Paragraph shall be added to the Agreement.

21. Referrals. When Premier sells Agendas to schools, and such Agendas include the Intellectual Property, Premier has the right but not the obligation to provide the school with a coupon to receive from Franklin Covey a one (1) day training session of *The 7 Habits of Highly Effective Teens* at the school at a 10% discount. The coupon shall be valid for one year from the date of issue, and only one coupon shall be valid per school. In the event the school presents such coupon to Franklin Covey, Franklin Covey agrees to honor the coupon, and provide the training, and reduce the cost of the training to the school by the 10% discount.

5. Premier and Franklin Covey approve, affirm and ratify the Agreement and the on-going rights and obligations provided by the Agreement. This Amendment One amends, but does not replace the Agreement. All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. In the event of a conflict between a term or provision in this Amendment and the Agreement, the term or provision of this Amendment shall prevail.

IN WITNESS WHEREOF, by signing below, the parties have agreed to the foregoing.

Franklin Covey Co.

By:________________________

Name: SEAN COVEY

Title: EVP

Premier Agendas, Inc.

By:________________________

Name: K. Craig Tomlick

Title: VP/GM

Approved
Legal Division
1/15/13
Dated

9733189.2