

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM												
Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)														
<table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;"><input type="checkbox"/> School Specialty, Inc. (Case No. 13-10125)</td> <td style="width:33%; border: none;"><input type="checkbox"/> Childcraft Education Corp, Inc. (Case No. 13-10128)</td> <td style="width:33%; border: none;"><input type="checkbox"/> Sax Arts & Crafts, Inc. (Case No. 13-10132)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Delta Education, LLC (Case No. 13-10124)</td> <td style="border: none;"><input type="checkbox"/> Classroomdirect.com, LLC (Case No. 13-10129)</td> <td style="border: none;"><input type="checkbox"/> Sportime, LLC (Case No. 13-10133)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Bird-in-Hand Woodworks, Inc. (Case No. 13-10126)</td> <td style="border: none;"><input type="checkbox"/> Frey Scientific, Inc. (Case No. 13-10130)</td> <td></td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> Califone International, Inc. (Case No. 13-10127)</td> <td style="border: none;"><input type="checkbox"/> Premier Agendas, Inc. (Case No. 13-10131)</td> <td></td> </tr> </table>			<input type="checkbox"/> School Specialty, Inc. (Case No. 13-10125)	<input type="checkbox"/> Childcraft Education Corp, Inc. (Case No. 13-10128)	<input type="checkbox"/> Sax Arts & Crafts, Inc. (Case No. 13-10132)	<input type="checkbox"/> Delta Education, LLC (Case No. 13-10124)	<input type="checkbox"/> Classroomdirect.com, LLC (Case No. 13-10129)	<input type="checkbox"/> Sportime, LLC (Case No. 13-10133)	<input type="checkbox"/> Bird-in-Hand Woodworks, Inc. (Case No. 13-10126)	<input type="checkbox"/> Frey Scientific, Inc. (Case No. 13-10130)		<input checked="" type="checkbox"/> Califone International, Inc. (Case No. 13-10127)	<input type="checkbox"/> Premier Agendas, Inc. (Case No. 13-10131)	
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NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.														
Name of Creditor (the person or other entity to whom the debtor owes money or property): A. T. Clayton & Co., a division of Intragrated Resources Holdings, Inc.		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____												
Name and address where notices should be sent: A. T. Clayton & Co. 300 Atlantic Street Stamford, CT 06901 Attn: William DelPrincipe Telephone number: 203-658-1210		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725* earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment												
Halperin Battaglia Raicht, LLP 40 Wall Street, 37th Floor New York, NY 10005 Attn: Alan Halperin, Esq. email: bdelprincipe@atclayton.com														
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Date Stamped Copy Returned <input type="checkbox"/> No self addressed stamped envelope <input type="checkbox"/> No copy to return												
1. Amount of Claim as of Date Case Filed: \$ <u>4,629,431.78</u> plus other amounts If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.														
2. Basis for Claim: <u>goods sold</u> (See instruction #2)		6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)												
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)											
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)												
5. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction 8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:														
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)		COURT USE ONLY <div style="text-align: center; font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 1.5em; font-weight: bold;">MAR 28 2013</div> <div style="text-align: center; font-weight: bold;">KURTZMAN CARSON CONSULTANTS</div>												
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>William DelPrincipe</u> Title: <u>Credit Manager</u> Company: <u>A. T. Clayton & Co.</u> Address and telephone number (if different from notice address above): _____ Telephone number: _____ Email: _____														

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.



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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re: :
: :
: Chapter 11
: :
SCHOOL SPECIALTY, INC., *et al.*,¹ : Case No. 13-10125 (KJC)
: :
: (Jointly Administered)
Debtors. :
: :
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ANNEX TO PROOF OF CLAIM OF A.T. CLAYTON & CO.

This is an Annex to, and constitutes a part of, the proof of claim (the "Proof of Claim") filed by A.T. Clayton & Co., a division of Intragrated Resource Holdings, Inc. ("A.T. Clayton" or "Claimant"), having offices at 300 Atlantic Street, Stamford, CT 06901. Claimant is the holder of the claim (the "Claim") against the above-referenced debtors (the "Debtors") described on the prefixed Proof of Claim and as set forth in further detail in this Annex. Supporting documents are voluminous and contain confidential and/or propriety information, and are therefore not attached hereto. They will be provided to appropriate parties upon request.

1. Basis for Claim: The total amount due and owing from the Debtor to A.T. Clayton is as described on the prefixed Proof of Claim. More generally, and without limiting the foregoing, Claimant reserves all of its rights to assert claims and such interest and other charges that may have accrued with respect to such claims. A.T. Clayton reserves the right to file for additional amounts that are not yet asserted in the event its contract with the Debtors is rejected. Such amount including without limitation, sums paid to the Debtors in connection with the contract, rejection damages, and other sums. Claimant reserves all of its rights to assert claims for interest, fees, costs, charges, expenses, disbursements, liabilities, losses, damages, indemnification, reimbursement and/or contribution, and other amounts, including, without limitation, legal fees and expenses (including, without limitation, in connection with preparation, filing and prosecution of the Proof of Claim), that exist or arise as of or after the date of the filing of Proof of Claim, whether prior to, on or subsequent to the Petition Date, in each case to the extent or as may be permitted, provided or contemplated under applicable law. Further, Claimant reserves the right to assert any and all amounts that are due and owing as administrative claims of the Debtor's estate and seek payment with respect thereto in accordance with 11 U.S.C. § 503 of the Bankruptcy Code and any Orders of this Court.

¹ The Debtors in these chapter 11 cases are: School Specialty, Inc.; Delta Education, LLC; Bird-in-Hand Woodworks, Inc.; Califone International, Inc.; Childcraft Education Corp., Inc.; Classroomdirect.com, LLC; Frey Scientific, Inc.; Premier Agendas, Inc.; Sax Arts & Crafts, Inc.; and Sportime, LLC.

2. Reservation of Rights:

(a) In filing its Proof of Claim, Claimant expressly reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that it may have against the Debtor. Any description and classification of claims by Claimant is not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of the Claimant. Furthermore, Claimant expressly reserves all rights to amend, modify, and/or supplement the Proof of Claim in any respect, including, without limitation, with respect to the filing of an amended proof of claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim for additional claims, including, without limitation, claims for interest, fees and related expenses (including, without limitation, attorneys' fees) that are not ascertainable at this time.

(b) Claimant's Proof of Claim and written demand for payment is filed without prejudice to the filing by Claimant of additional proofs of claim or requests for payment with respect to any other indebtedness, liability or obligation of any of the Debtors. Claimant does not, by its Proof of Claim or any amendment or other action, waive any rights with respect to any scheduled claim.

(c) By filing the Proof of Claim, Claimant does not waive any rights under chapter 5, including, without limitation, the right to setoff its Claim against any claims that Debtor (or any successor, assignee or person claiming through Debtor) may assert against the Claimant, or any other provision of the Bankruptcy Code.

(d) In executing and filing its Proof of Claim, Claimant does not submit itself to the jurisdiction of the Court for any purpose and does not waive or release: (i) its rights and remedies against any other person or entity that may be liable for all or part of the Claim set forth herein, whether an affiliate, parent or subsidiary of the Debtor, its principal or agent, any assignee, guarantor or otherwise; (ii) any obligation owed to it, or any right to any security that may be determined to be held by it or for its benefit; (iii) any past, present or future breaches or defaults (or events of default) by the Debtor or others; or (iv) any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of the Debtor. The filing of the Proof of Claim is not, and shall not be construed as, an election of remedies or limitation of rights or remedies.

(e) Nothing contained in the Proof of Claim nor any subsequent appearance, pleading, claim or suit is intended to be a waiver or release of: (i) the right of Claimant to have final orders in non-core matters entered only after de novo review by a district court; (ii) the right of Claimant to a jury trial in any proceeding or matter in this case, or in any case, any controversy or proceeding related hereto, whether or not the same be designated legal or private rights, notwithstanding the designation of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2); (iii) the right of Claimant to have the reference withdrawn by the United States District Court for the District of Delaware in any matter subject to mandatory or discretionary withdrawal; (iv) the right of Claimant to have any unliquidated portions of the Claim determined by applicable state courts; or (v) any other rights, claims, actions, defenses, setoffs or recoupments to which Claimant is or may be entitled under agreements, documents or instruments, in law or equity or under the United States Constitution, all of which rights, claims,

actions, defenses, setoffs and recoupments are expressly reserved without exception, and with no purpose of confessing or conceding jurisdiction in any way by this filing or by any other participation in these matters.

3. Notices: All notices with respect to the Claim should be sent to:

A.T. Clayton & Co.
300 Atlantic Street
Stamford, CT 06901
Attention: William DelPrincipe, Credit Manager
Email: bdelprincipe@atclayton.com
Phone: 203-658-1210

With a copy to:

Halperin Battaglia Raicht LLP
40 Wall Street, 37th Floor
New York, NY 10005
Attention: Alan Halperin, Esq.
Ligee Gu, Esq.
Emails: ahalperin@halperinlaw.net; lgu@halperinlaw.net
Phone: 212-765-9100

March 26, 2013