

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

<p>In re:</p> <p>SCHOOL SPECIALTY, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 13-10125 (KJC)</p> <p>Jointly Administered</p>
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**GLOBAL NOTES, METHODOLOGY AND SPECIFIC
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

Introduction

On January 28, 2013 (the "Petition Date"), School Specialty, Inc. ("SSI") and its affiliated debtors and debtors-in-possession in the above-captioned chapter 11 cases (each a "Debtor," collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code").

Pursuant to the requirements of Bankruptcy Code Section 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors, with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

Mr. David Vander Ploeg has signed each of the Schedules and Statements. Mr. Vander Ploeg is the Executive Vice President of SSI and Vice President & Treasurer of all remaining Debtors. In reviewing and signing the Schedules and Statements, Mr. Vander Ploeg has relied upon the efforts, statements and representations of various personnel employed by the Debtors. Mr. Vander Ploeg has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors.

These Global Notes, Methodology and Specific Disclosures Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Global Notes") pertain to, are incorporated by reference in and comprise an integral part of each of the Debtors' Schedules and Statements. The Global Notes should be referred to and reviewed in connection with any review of the Schedules and Statements.

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



The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors’ reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

In preparing the Schedules and Statements, the Debtors relied upon financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised or subsequent information, may cause a material change to the Schedules and Statements. Thus, the Debtors are unable to warrant or represent that the Schedules and Statements are without inadvertent errors, omissions or inaccuracies. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary and appropriate. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

Global Notes and Overview of Methodology

Reservation of Rights. Nothing contained in the Schedules and Statements shall constitute a waiver of the Debtors’ rights or an admission with respect to their chapter 11 cases, including, without limitation, any issues involving substantive consolidation, equitable subordination, offsets or defenses and/or causes of action arising under the provisions of Chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws.

Description of Cases. On the Petition Date, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to Bankruptcy Code Sections 1107(a) and 1108. No trustee or examiner has been requested in these chapter 11 cases.

On January 30, 2013, the Bankruptcy Court entered an *Order Authorizing Joint Administration Pursuant to Bankruptcy Rule 1015 and Local Rule 1015-1* [Docket No. 77] directing the procedural consolidation and joint administration of the Debtors’ chapter 11 cases [Docket No. 77]. On February 5, 2013, the United States Trustee for the District of Delaware appointed the Official Committee of Unsecured Creditors (the “Creditors’ Committee”) [Docket No. 110] pursuant to section 1102(a)(1) of the Bankruptcy Code.

Net Book Value of Assets. It would be prohibitively expensive, unduly burdensome and an inefficient use of estate assets for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect net book values as of January 27, 2013. Market values of these assets may vary, at some times materially, from the net book value of such assets. Additionally, because the book values of assets such as patents, trademarks and copyrights may materially differ from their fair market values, they are listed as undetermined amounts as of the Petition Date. Furthermore, assets which have fully depreciated or were expensed for accounting purposes do not appear in these Schedules and Statements as they have no net book value.

Personal Property – Leased. In the ordinary course of business, the Debtors may lease furniture, fixtures, and office equipment from certain third-party lessors for use in the daily operation of their businesses. Nothing in the Schedules and Statements is or shall be construed as an admission regarding any determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to any such issue.

Recharacterization. Notwithstanding the Debtors' reasonable best efforts to properly characterize, classify, categorize or designate certain claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtors may nevertheless have improperly characterized, classified, categorized, designated or omitted certain items. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary and appropriate, as additional information becomes available.

Liabilities. The Debtors allocated liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement or otherwise modify the Schedules and Statements as is necessary and appropriate.

The liabilities listed on the Schedules do not reflect any analysis of claims under Bankruptcy Code Section 503(b)(9). Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted claims under Bankruptcy Code Section 503(b)(9) or the characterization of the structure of any such transaction or any document or instrument related to any creditor's claim.

Insiders. For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) of the Bankruptcy Code to include the following: (a) directors; (b) officers; (c) shareholders holding in excess of 5% of the voting shares of one of the Debtor entities (whether directly or indirectly); (d) relatives of directors, officers or shareholders of the Debtors (to the extent known by the Debtors); (e) persons in control; and (f) Debtor/non-Debtor affiliates.

Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such individual; (c) the decision-making or corporate authority of such individual; or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including the federal securities laws, or with respect to any theories of liability or for any other purpose.

Intellectual Property Rights. Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms or otherwise transferred pursuant to a sale, acquisition or other transaction.

In addition, although the Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

Classifications. Listing a claim on (a) Schedule D as “secured,” (b) Schedule E as “priority,” (c) Schedule F as “unsecured” or (d) listing a contract or lease on Schedule G as “executory” or “unexpired,” does not constitute an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors’ rights to recharacterize or reclassify such claims or contracts or leases or to setoff of such claims.

Claims Description. Schedules D, E and F permit each of the Debtors to designate a claim as “disputed,” “contingent” and/or “unliquidated.” Any failure to designate a claim on a given Debtor’s Schedules as “disputed,” “contingent” or “unliquidated” does not constitute an admission by that Debtor that such amount is not “disputed,” “contingent” or “unliquidated,” or that such claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any claim reflected on their respective Schedules and Statements on any grounds, including liability or classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate such claims as “disputed,” “contingent” or “unliquidated.” Moreover, listing a claim does not constitute an admission of liability by the Debtors.

Causes of Action. Despite reasonable efforts, the Debtors may not have identified and/or set forth all of their (filed or potential) causes of action against third parties as assets in their Schedules and Statements. The Debtors reserve all of their rights with respect to any causes of action against third parties and nothing in the Global Notes or the Schedules and Statements shall be deemed a waiver of any such causes of action.

Employee Addresses. Employee addresses have been removed from entries listed on Schedules E, F & G. These addresses are available upon request of the Office of the United States Trustee and the Bankruptcy Court.

Consolidated Accounts Payable. The Debtors maintain a consolidated accounts payable system with the exception of Califone International, Inc. As such all outstanding liabilities related to accounts payable are listed on Schedule F of Debtor School Specialty, Inc. with the exception of Califone International, Inc.

Inter-Company Balances. The Debtors did not maintain pre-petition segregated balances for amounts owed between individual Debtors. No inter-company obligations related amounts payable / receivable between Debtors are included in response to Schedule B16 or Schedule F. Additionally, no response has been provided for Statement question 3C as it relates to payments made between Debtors.

Excluded Tax Refunds. The Debtors have notified several taxing authorities to use outstanding tax refunds to offset future tax liabilities. These tax refunds have not been included in response to Schedule B18.

Summary of Significant Reporting Policies. The following is a summary of significant reporting policies:

- a. **Undetermined Amounts.** The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- b. **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. **Paid Claims.** The Debtors have authority to pay certain outstanding prepetition payables pursuant to various Bankruptcy Court orders (the “Prepetition Payment Orders”). Accordingly, certain outstanding liabilities may have been reduced by postpetition payments made on account of prepetition liabilities. In most instances, as applicable, the Debtors have omitted listing those prepetition liabilities which have been fully satisfied prior to the filing of these Schedules or reduced the remaining liability to reflect payments described herein. To the extent the Debtors pay any of the liabilities listed in the Schedules pursuant to the Prepetition Payment Orders, the Debtors reserve all of their rights to amend or supplement the Schedules or take other action as is necessary and appropriate to avoid over-payment of or duplicate payments for any such liabilities.
- d. **Excluded Assets and Liabilities.** The Debtors have excluded certain accrued liabilities, including accrued salaries and employee benefits and tax accruals from the Schedules. Certain other immaterial assets and liabilities may also have been excluded.
- e. **Liens.** Property, inventory and equipment listed in the Schedules are presented without consideration of any liens that may attach (or have attached) to such property and equipment.
- f. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

Setoffs. The Debtors incur certain setoffs and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their customers and/or suppliers. These offsets and other

similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Schedules. Notwithstanding the foregoing, the Debtors have not reviewed the validity of the aforementioned setoff rights and hereby reserve all rights to challenge such setoff rights.

Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

Specific Disclosures with Respect to the Debtors' Schedules

Schedule A. For those Debtors that own real property, such owned real estate is reported at book value, net of accumulated depreciation. The Debtors may have listed certain assets as real property when such assets are in fact personal property, or the Debtors may have listed certain assets as personal property when such assets are in fact real property. The Debtors reserve all of their rights to recategorize and/or recharacterize such asset holdings to the extent the Debtors determine that such holdings were improperly listed.

Schedule B "as of" Dates. Unless indicated otherwise, asset values described in Schedule B are representative of values reflected on the Debtors' January 27, 2013 balance sheet.

Schedule B1 and B2. Details with respect to the Debtors' cash management system and bank accounts are provided in the *Debtors' Motion for an Order (I) Approving Continued Use of the Debtors' Existing Cash Management System, (II) Authorizing Use of Existing Bank Accounts and Checks, (III) Waiving the Requirements of 11 U.S.C. § 345(B) on an Interim Basis, and (IV) Authorizing Continuance of Postpetition Intercompany Transactions* [Docket No. 8] (the "Cash Management Motion").

Schedule B3. The Bankruptcy Court, pursuant to the *Motion for an Order Pursuant to Section 366 of the Bankruptcy Code (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Performance, (III) Establishing Procedures for Determining Adequate Assurance of Payment; and (IV) Setting a Final Hearing Related Thereto* [Docket No. 5], has authorized the Debtors to provide adequate assurance of payment for future utility services, including a deposit in the amount of \$330,000.00. Such deposits are not listed on Schedule B3, which was prepared as of the Petition Date.

Schedule B4. Unless indicated otherwise in a Debtor's specific response to Schedule B4, the Debtors have included a comprehensive response to Schedule B4 in Schedules B28 and B29.

Schedule B9. Additional information regarding the insurance policies listed on Schedule B9 is available in the *Debtors' Motion for Order (I) Authorizing the Debtors (A) to Continue Existing Insurance Policies and Agreements Related Thereto and (B) To Honor Certain Prepetition Obligations in Respect Thereof and (II) Granting Related Relief* [Docket No. 7].

Schedules B13 and B14. Ownership interests in subsidiaries, partnerships and joint ventures have been listed in Schedules B13 and B14 as an undetermined amount on account of the fact

that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

Schedule B16. The Debtors have disclosed the net book value with respect to accounts receivable listed on Schedule B16, which represents the amount of the accounts receivable netted by any “doubtful accounts.” For purposes of Schedule B16, “doubtful accounts” are those accounts that the Debtors have identified as unlikely to be paid given the amount of time such accounts have been outstanding.

Schedule B21. In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to causes of action, counterclaims, setoffs, refunds with their customers and suppliers or potential warranty claims against their suppliers. Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, causes of action as a plaintiff or counter-claims as a defendant. To the extent such rights are known and quantifiable, they are listed on Schedule B21; however, any such rights which are unknown to the Debtors or not quantifiable as of the Petition Date are not listed on Schedule B21.

Schedules B28 and B29. For purposes of Schedules B28 and B29, the value of certain assets may be included in a fixed asset group or certain assets with a net book value of zero may not be set forth on Schedule B28 or B29.

Schedule B30. Unless otherwise stated in a specific Debtor’s Schedule B30, book value is presented net of inventory reserves.

Schedule D. The claims listed on Schedule D arose or were incurred on various dates; a determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. All claims listed on Schedule D, however, appear to have arisen or been incurred before the Petition Date.

Except as otherwise agreed pursuant to a stipulation or order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset of a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors have scheduled claims of various creditors as secured claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s claim. The descriptions provided in Schedule D are solely intended to be a summary – and not an admission – of liability.

On January 31, 2013, the Bankruptcy Court entered the *Interim Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(3), 364(d)(1), 364(e) and 507, (B) Utilize Cash Collateral Pursuant to 11 U.S.C. § 363, (C) Grant Priming Liens and Superpriority Claims to the DIP Lenders, (D) Provide Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364, and (E) Repay in Full Amounts Owed in Connection With the*

Prepetition Secured Loans or Otherwise Converting the Prepetition Secured Obligations Into Postpetition Secured Obligations, (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) and (III) Granting Related Relief [Docket No. 86] (the “Interim DIP Order”)

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated herein, real property lessors, utility companies and other parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors’ rights to recharacterize or reclassify such claim or contract.

Moreover, the Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights. Where an administrative agent serves with respect to any prepetition secured debt, only the administrative agent is listed as the creditor on Schedule D and not any other parties who may hold a portion of the debt.

Schedule E. The Bankruptcy Court has authorized the Debtors, in their discretion, to pay certain liabilities that may be entitled to priority under the applicable provisions of the Bankruptcy Code. For example, on January 30, 2013, the Bankruptcy Court entered the *Interim Order (A) Authorizing, But Not Directing, the Debtors to Pay Certain Prepetition Wages, Compensation, and Employee Benefits and Continue Payment of Wages, Compensation, and Employee Benefits in the Ordinary Course of Business; and (B) Authorizing and Directing Applicable Banks and Other Financial Institutions to Process and Pay All Checks Presented for Payment and to Honor All Funds Transfer Requests Made by the Debtors Relating to the Foregoing* [Docket No. 75], authorizing the Debtors to pay or honor certain prepetition obligations with respect to employee wages, salaries and other compensation, reimbursable employee expenses and employee medical and similar benefits on an interim basis. Additionally, on January 30, 2013, the Bankruptcy Court entered the *Order Pursuant to Sections 105(a), 363(b), 541, and 507(a)(8) of the Bankruptcy Code Authorizing (I) Payment of Certain Prepetition Taxes and Fees, and (II) Financial Institutions to Process and Cash Related Checks and Transfers* [Docket No. 72], authorizing the Debtors to pay or honor certain prepetition obligations owed to taxing authorities. The Debtors’ are seeking final approval for additional payments with respect to employee wages. To the extent such claims have been paid or may be paid pursuant to further Bankruptcy Court order, they may not be included on Schedule E.

The claims listed on Schedule E arose or were incurred on various dates; a determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each claim. All claims listed on Schedule E, however, appear to have arisen or to have been incurred before the Petition Date.

Schedule F. The Debtors have used best reasonable efforts to report all general unsecured claims against the Debtors on Schedule F based upon the Debtors’ existing books and records as of the Petition Date. The claims of individual creditors for, among other things, products, goods or services are listed as either the lower of the amounts invoiced by such creditor or the amounts entered on the Debtors’ books and records and may not reflect credits or allowances due from

such creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and allowances including the right to assert objections and/or setoffs with respect to same. Schedule F does not include certain deferred charges, deferred liabilities, accruals or general reserves. Such amounts are, however, reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific claims as of the Petition Date. The Debtors have made every effort to include as a contingent, unliquidated or disputed the claim of any vendor not included on the Debtors' open accounts payable that is associated with an account that has an accrual or receipt not invoiced.

The Bankruptcy Court has authorized the Debtors to pay, in their discretion, certain non-priority unsecured claims on a postpetition basis. For example, on January 30, 2013, the Bankruptcy Court entered the *Order Authorizing the Debtors to Honor Certain Prepetition Customer Obligations and to Continue Prepetition Customer Programs and Practices in the Ordinary Course of Business* [Docket No. 76] (the "Customer Programs Order"). Additionally, on January 30, 2013, the Bankruptcy Court entered the *Interim Order Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Suppliers, Freight Carriers and Section 503(B)(9) Claimants* [Docket No. 79] (the "Shippers Order"). Each Debtor's Schedule F may reflect the Debtor's payment of certain claims pursuant to the Customer Programs Order or the Shippers Order, and, to the extent an unsecured claim has been paid or may be paid, it is possible such claim is not included on Schedule F. Certain Debtors may pay additional claims listed on Schedule F during this chapter 11 case pursuant to these and other orders of the Bankruptcy Court and reserve all of their rights to update Schedule F to reflect such payments.

Schedule F contains information regarding pending litigation involving the Debtors. In certain instances, the amount that is the subject of the litigation is uncertain or undetermined. The dollar amount of potential claims associated with any such pending litigation is listed as "undetermined" and marked as contingent, unliquidated and disputed in the Schedules and Statements.

Schedule F also includes potential or threatened legal disputes that are not formally recognized by an administrative, judicial or other adjudicative forum due to certain procedural conditions that counterparties have yet to satisfy. Any information contained in Schedule F with respect to such potential litigation shall not be a binding representation of the Debtors' liabilities with respect to any of the potential suits and proceedings included therein.

Schedule F reflects unsecured claims that a Debtor may have against another Debtor on account of intercompany receivables and payables. To the extent a Debtor has a claim against another Debtor on account of the Debtors' prepetition secured facilities, these claims are not reflected on Schedule F.

The Debtors believe that their prepetition secured lenders are undersecured; however, Schedule F does not reflect any unsecured deficiency claims that such prepetition secured lenders may have.

To the extent they are known, Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or the assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule F does not include potential

rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

Schedule G. The Debtors' businesses are complex. Although the Debtors' existing books, records and financial systems have been relied upon to identify and schedule executory contracts and unexpired leases at each of the Debtors and diligent efforts have been made to ensure the accuracy of each Debtor's Schedule G, inadvertent errors, omissions or over-inclusion may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtors' reasonable efforts.

Listing a contract or lease on Schedule G does not constitute an admission that such contract or lease is an executory contract or unexpired lease or that such contract or lease was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contracts, leases or other agreements set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the contracts and leases listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G.

Certain confidentiality or non-disclosure agreements may not be listed on Schedule G. The Debtors reserve all of their rights with respect to such agreements.

Certain of the contracts and leases listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract or unexpired lease, a single contract or lease or multiple, severable or separate contracts or leases.

The contracts, leases and other agreements listed on Schedule G may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

The Debtors reserve all of their rights, claims and causes of action with respect to the contracts and leases on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's claim.

In addition, the Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as subordination, nondisturbance and attornment agreements, supplemental agreements, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G. Further, the Debtors reserve all of their rights to alter or amend these Schedules to the extent that additional information regarding the Debtor obligor to such executory contracts or unexpired leases becomes available. Certain of the executory contracts or unexpired leases may not have been memorialized and

could be subject to dispute. Executory contracts that are oral in nature have not been included on Schedule G.

Omission of a contract or lease from Schedule G does not constitute an admission that such omitted contract or lease is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or leases are not impaired by the omission.

The listing of any contract or lease on Schedule G does not constitute an admission by the Debtors as to the validity of any such contract or lease or an admission that such contract or lease is an executory contract or unexpired lease. The Debtors reserve all of their rights to dispute the effectiveness of any such contract or lease listed on Schedule G or to amend Schedule G at any time to remove any contract or lease.

Schedule H. For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition secured credit facilities are listed as co-Debtors on Schedule H. The Debtors may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Where an administrative agent serves with respect to any debt as to which there are co-debtors, only the administrative agent is listed as the creditor on Schedule H and not any other parties who may hold a portion of the debt.

In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. Because all such claims are contingent, disputed or unliquidated, such claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule F and Statement 4a, as applicable.

Specific Disclosures with Respect to the Debtors' Statements

Statement 1. The amounts listed in Statement 1 reflect the gross revenue for the fiscal years 2011, 2012 and the year to date portion of fiscal year 2013 of each Debtor as such amount is calculated in the Debtors' records.

Statement 3b. Statement 3b includes any disbursement or other transfer made by the Debtors except for those made to insiders (see Statement 3c), employees and bankruptcy professionals (see Statement 9). The amounts listed in Statement 3b reflect the Debtors' disbursements netted against any check level detail; thus, to the extent a disbursement was made to pay for multiple invoices, only one entry has been listed on Statement 3b. All disbursements listed on Statement 3b are made through the Debtors' cash management system. Additionally, all disbursement information reported in Statement 3b for a specific Debtor pertains to the bank accounts maintained by that respective Debtor.

Statement 4a. Information provided in Statement 4a includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial or other adjudicative forum. In the Debtors' attempt to provide full disclosure, to the extent a legal dispute or administrative proceeding is not formally recognized by an administrative, judicial or other adjudicative forum due to certain procedural conditions that counterparties have yet to satisfy, the Debtors have identified such matters on Schedule F for the applicable Debtor. Additionally, any information contained in Statement 4a shall not be a binding representation of the Debtors' liabilities with respect to any of the suits and proceedings identified therein.

Statement 8. The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. The Debtors, however, may not have records of all such losses as to the extent such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.

Statement 9. Although all of the Debtors retained or paid the entities and individuals who provided consultation concerning debt consolidation, relief under the Bankruptcy Code or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date, all of the payments, or property transferred by or on behalf of a Debtor for such services, were made by School Specialty, Inc. and are therefore listed on that Debtor's response to Statement 9.

Statement 18a. With respect to information provided in Statement 18a, the Debtors have, where applicable, disclosed the address of each Debtor's main center of operations or headquarters, and have not included information regarding any related manufacturing, warehousing or storage facilities, or any other site or location where a portion of a Debtor's business operations are conducted.

Statement 19d. The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, creditors and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors' knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of Statement 19d.

Statement 20a. The Debtor elects to use cycle counting procedures instead of taking a complete physical inventory of all items. All items are counted at least once over the course of the fiscal period with most items being counted multiple times. If accuracy falls below the minimum requirements a physical inventory would be required prior to returning to the cycle counting process.

Statement 23. Unless otherwise indicated in a Debtor's specific response to Statement 23, the Debtors have included a comprehensive response to Statement 23 in Statement 3c.

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B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court

District Of Delaware

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 0.00		
B - Personal Property	Yes	14	\$ 9,193,971.10 + Undetermined Amounts		
C - Property Claimed as Exempt	No				
D - Creditors Holding Secured Claims	Yes	1		\$ 138,156,867.39 + Undetermined Amounts	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	4		\$ 0.00	
G - Executory Contracts and Unexpired Leases	Yes	71			
H - Codebtors	Yes	4			
I - Current Income of Individual Debtor(s)	No				\$ N/A
J - Current Expenditures of Individual Debtors(s)	No				\$ N/A
TOTAL		97	\$ 9,193,971.10 + Undetermined Amounts	\$ 138,156,867.39 + Undetermined Amounts	

B6A (Official Form 6A) (12/07)

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(If known)

SCHEDULE A – REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
None				

Total ▶ \$ 0.00

(Report also on Summary of Schedules.)

B6B (Official Form 6B) (12/07)

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(If known)**SCHEDULE B – PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Petty Cash		\$1,285.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.		See Attached Rider		\$29,761.40
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		See Attached Rider		\$583,361.69
10. Annuities. Itemize and name each issuer.	X			

B6B (Official Form 6B) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(If known)**SCHEDULE B – PERSONAL PROPERTY**
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		See Attached Rider		\$896,660.56
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

B6B (Official Form 6B) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(If known)**SCHEDULE B – PERSONAL PROPERTY**
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.		See Attached Rider		Undetermined
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		See Attached Rider		\$38,861.50
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.		See Attached Rider		\$6,591,702.94
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

B6B (Official Form 6B) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(If known)

SCHEDULE B – PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
35. Other personal property of any kind not already listed. Itemize.		See Attached Rider		\$1,052,338.01
<p style="text-align: right;">3 continuation sheets attached Total ►</p>				<p>\$ 9,193,971.10 + Undetermined Amounts</p>

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

In re : Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B- PERSONAL PROPERTY**RIDER B.3 - Security Deposits With Public Utilities, Telephone Companies, Landlords, And Others**

NAME OF DEPOSIT HOLDER	TYPE OF DEPOSIT (Description)	DEPOSIT AMOUNT
Northwoods Investors, LLC	Lease / Security Deposit	\$ 26,209.40
United Hansel, Inc.	Security Deposit	\$ 3,552.00
	Total	<u>\$ 29,761.40</u>

In re: Sportime, LLC

Case No. 13-10133 (KJC)

**SCHEDULE B - PERSONAL PROPERTY
Rider B.9 - Interests in Insurance Policies**

Insurance Company	Policy Type	Policy Number	Surrender or Refund Value
ACE American Insurance Company	Foreign Liability	PHFD37930659	\$2,598.00
Admiral Insurance Company	General Liability	CA 000005586-09	\$70,813.00
Affiliated FM	Property/Equipment	EM 732	\$131,180.00
AGCS Marine Insurance Company (Allianz)	Ocean Cargo	OC 96019100	\$0.00
Axis Insurance Company	2nd Excess Directors & Officers Liability	MCN762576/01/2012	\$21,040.00
Beazley Insurance Company	3rd Excess Directors & Officers Liability	V15VK8120401	\$17,700.00
Berkley Regional Insurance	Surety Bonds	N/A	\$0.00
Endurance American Specialty Insurance Company	Excess California Earthquake	CPN10003743000	\$10,000.00
Federal Insurance Company (Chubb)	Excess Liability	7976-73-69	\$28,861.00
Federal Insurance Company (Chubb)	1st Excess Directors & Officers Liability	8157-7351	\$56,736.00
Federal Insurance Company (Chubb)	Fiduciary Liability	6803-3234	\$8,658.00
Federal Insurance Company (Chubb)	Crime	8151-9737	\$10,108.00
Illinois National Insurance Company (Chartis)	Directors & Officers Liability	01-166-65-19	\$75,648.00
Lloyds of London	Media Professional Liability	B0180C121619	\$32,928.00
National Union Fire Insurance Co. of Pittsburgh (Chartis)	Umbrella Liability	13273329	\$0.00
Sentry Insurance Company	Commercial Auto	90-04547-03	\$14,000.00
Sentry Insurance Company	Workers Compensation	90-04547-02 H& & WI	\$84,677.69
Travelers Casualty and Surety Company of America	Employment Practices Liability	105673447	\$17,556.00
U.S. Specialty Ins. Co. (PIA)	Special Crime	U712-85722	\$858.00

Total: \$583,361.69

In re: Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B - PERSONAL PROPERTY
Rider B.22 - Patents, Copyrights and Other Intellectual Property

Registered Trademark	Country	Application / Registration Number	Application / Registration Date	Application / Registration Status	Net Book Value
ABILITATIONS	Canada	747940	01/16/2007	Registered	Undetermined
ABILITATIONS	United States	1741976	04/15/1992	Registered	Undetermined
B THE SPEECH BIN & DESIGN	United States	1542482	06/06/1989	Registered	Undetermined
CATCH BALL AND DESIGN	United States	1836922	05/26/1992	Registered	Undetermined
CELL-U-LAR RUBBER TECHNOLOGY (STYLIZED)	United States	2986067	06/10/2002	Registered	Undetermined
CHIME TIME	United States	1737386	04/15/1992	Registered	Undetermined
INTEGRATIONS	Canada	636598	02/14/2003	Registered	Undetermined
INTEGRATIONS	Germany	30454687	09/24/2004	Registered	Undetermined
INTEGRATIONS	United Kingdom	2369512	07/30/2004	Registered	Undetermined
INTEGRATIONS	United States	2793125	08/15/2002	Registered	Undetermined
PHYSIO-ROLL AND DESIGN	United States	1766015	08/21/1992	Registered	Undetermined
RAG BALL & DESIGN	United States	3548583	11/15/2001	Registered	Undetermined
SPORDAS	France	92/442,446	06/12/1992	Registered	Undetermined
SPORDAS	Greece	111602	11/26/1992	Registered	Undetermined
SPORDAS	Ireland	149159	06/16/1992	Registered	Undetermined
SPORDAS	Portugal	284948	07/30/1992	Registered	Undetermined
SPORDAS	Switzerland	518250	05/23/2003	Registered	Undetermined
SPORDAS & DESIGN	Benelux	519716	06/17/1982	Registered	Undetermined
SPORDAS (STYLIZED)	United States	1955231	06/16/1992	Registered	Undetermined
SPORDAS (WORD MARK)	Denmark	vr109531992	11/27/1992	Registered	Undetermined
SPORDAS (WORD STYLIZED)	Italy	992210	07/17/1992	Registered	Undetermined
SPORTIME	Australia	A605437	06/25/1993	Registered	Undetermined
SPORTIME	Brazil	817409459	03/01/1995	Registered	Undetermined
SPORTIME	Canada	365972	02/23/1990	Registered	Undetermined
SPORTIME	Canada	TMA565,487	04/16/1998	Registered	Undetermined
SPORTIME	Israel	89910	11/18/1993	Pending	Undetermined
SPORTIME	Japan	3141032	04/30/1996	Registered	Undetermined
SPORTIME	Korea, Republic of	7726	07/03/2003	Registered	Undetermined
SPORTIME	Mexico	493739	08/10/1992	Registered	Undetermined
SPORTIME	New Zealand	236174	04/20/1994	Registered	Undetermined
SPORTIME	Panama	66973	03/16/1995	Registered	Undetermined
SPORTIME	Panama	66974	03/16/1995	Registered	Undetermined
SPORTIME	Singapore	T03/12522D	08/15/2003	Registered	Undetermined
SPORTIME	South Africa	93/10983	11/19/1993	Registered	Undetermined
SPORTIME	United States	1085148	03/25/1977	Registered	Undetermined
SPORTIME	United States	1665914	09/26/1990	Registered	Undetermined
SPORTIME & DESIGN	Singapore	T03/12525I	08/15/2003	Registered	Undetermined
SPORTIME AND DESIGN	Singapore	T03/12524J	08/15/2003	Registered	Undetermined
SPORTIME AND DESIGN	United States	2498193	09/19/2000	Registered	Undetermined
THE SPEECH BIN	United States	3205537	01/27/2006	Registered	Undetermined
VB-TRAINER	Canada	1609766	01/14/2013	Pending	Undetermined
VB-TRAINER	United States	85/663,797	06/28/2012	Pending	Undetermined

In re: Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B - PERSONAL PROPERTY
Rider B.22 - Patents, Copyrights and Other Intellectual Property

Patent Description	Patent Number	Granted / Filed Date	Net Book Value
Training Device	D537,119	02/20/2007	Undetermined
Training Device	7618358	11/17/2009	Undetermined

In re: Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B - PERSONAL PROPERTY
Rider B.22 - Patents, Copyrights and Other Intellectual Property

Description of Publication Subject to Copyright	Registration Number	Registration Date	Net Book Value
Artic-pic : a show 'n' tell book about [r] ; Artic-pic : a show 'n' tell book about [s] / Denise Grigas.	TX0005027145	08/09/1999	Undetermined
Bean bag bears.	VAu000425885	03/05/1998	Undetermined
Bean bag bunnies.	VA0000884346	10/21/1997	Undetermined
Bean bag frogs.	VA0000875777	10/06/1997	Undetermined
Bean bag gorillas.	VA0000875779	10/06/1997	Undetermined
Bean bag hippo.	VA0000875780	10/06/1997	Undetermined
Bean bag pig.	VA0000875778	10/06/1997	Undetermined
Bean bag triceratops.	VAu000425884	03/05/1998	Undetermined
Bean bag turtles.	VA0000908300	10/24/1997	Undetermined
Bean bag tyrannosaurus.	VAu000425886	03/05/1998	Undetermined
Blonigen fluency program / Julie A. Blonigen.	TX0005375899	01/04/2001	Undetermined
Breakfast club : enhancing the communication ability of Alzheimer's patients.	PA0000865729	07/10/1997	Undetermined
Breakfast club : program training guide / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562853	07/10/1997	Undetermined
COMFI scale : communication outcome measure of functional independence / Mary Jo Santo Pietro & Faerella Boczko.	TX0004562852	07/10/1997	Undetermined
Effective conversations--techniques for talking together / Darlene Lengel.	TX0004294307	05/20/1996	Undetermined
Effective listening / Darlene Lengel.	TX0005027144	08/09/1999	Undetermined
Hands-On basketball.	VA0000932992	06/12/1998	Undetermined
I can say R.	TX0005539440	05/21/2002	Undetermined
I can say S.	TX0005539439	05/21/2002	Undetermined
Is the child really stuttering? : Questions & answers about preschool disfluency / Julie A. Blonigen.	TX0005377337	01/04/2001	Undetermined
Lilac : Lessons for inclusive language activities in the classroom / Gail Raymond & Aileen C. Lau-Dickinson.	TX0004450525	01/23/1997	Undetermined
Living skills for the brain-injured child & adolescent / Julie M. Buxton and Kelly B. Godfrey.	TX0005027304	08/09/1999	Undetermined
MCLA : Measure of cognitive-linguistic abilities / Wendy J. Ellmo, Jill M. Graser, Elizabeth A. Krchnavek, Deborah B. Calabrese, Kimberly Hauck.	TX0004314064	05/20/1996	Undetermined
Paths : phonological awareness training and help for students / Jane Webb.	TX0005375900	01/04/2001	Undetermined
Plaid : Practical lessons for apraxia with illustrated drills / Brenda Dell Lark Whisonant ; Robert Whisonant, illustrator.	TX0004450530	01/23/1997	Undetermined
RAD : Remediation of articulation disorders : a pragmatic approach / Jan Bieniosek.	TX0004450526	01/23/1997	Undetermined
Sound advice.	TX0002233302	09/14/1987	Undetermined
Sound connections : emerging rules for the young child : a phonological awareness, development, and remediation program / Jane C. Webb and Barbara Duckett.	TX0004450529	01/23/1997	Undetermined
Sounds plus s + r : Sounds plus sibilants.	TX0001895398	08/06/1986	Undetermined
Speech & language & voice & more / Julie A. Blonigen.	TX0005377149	01/04/2001	Undetermined
Speech beans.	TX0001879656	08/07/1986	Undetermined
Speechcrafts / Marcia French Gilmore ; Muriel French, illustrator.	TX0004298536	05/21/1996	Undetermined
Stepping up to fluency / Janice Pechter Ellis.	TX0005027146	08/09/1999	Undetermined
Stuttering : helping the disfluent preschool child / Julie A. Blonigen.	TX0004292208	05/22/1996	Undetermined
Take a chance / Gary J. Cooper.	TX0003740044	02/01/1994	Undetermined
Tips for teaching infants & toddlers : early intervention program / Carol Weil, Ellen D'Amato, Dorothy Benson, Fern Cagan.	TX0004730295	04/07/1998	Undetermined
TRAP : Testing & remediating auditory processing / Lynn V. Baron Berk.	TX0004693615	12/11/1997	Undetermined
Warmups & workouts : exercises for learning "r" / Jane Folk ; Sara Folk, illustrator.	TX0004292198	05/22/1996	Undetermined
What is auditory processing? / Susan Bell.	TX0003721616	02/01/1994	Undetermined
What is dementia? / Mary Jo Santo Pietro.	TX0005027090	08/09/1999	Undetermined
Who gets on jets?	TX0001884107	08/07/1986	Undetermined
Workbook for memory skills / Beth M. Kennedy.	TX0004450527	01/23/1997	Undetermined

In re: Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B - PERSONAL PROPERTY
Rider B.22 - Patents, Copyrights and Other Intellectual Property

Description of Publication Subject to Copyright	Registration Number	Registration Date	Net Book Value
Workbook for verbal expression / Beth M. Kennedy.	TX0004292196	05/22/1996	Undetermined

In re: Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B PERSONAL PROPERTY
Rider B.28 - Office Equipment, Furnishings, And Supplies

Description	Book Value
Furniture & Equipment	\$88,785.55
Data Equipment	\$52,589.75
Accumulated Depreciation Furniture	-\$53,995.81
Accumulated Depreciation Data Equipment	-\$48,517.99
TOTAL	<u>\$38,861.50</u>

In re: Sportime, LLC

Case No. 13-10133 (KJC)

**Schedule B - Personal Property
Rider B.30 - Inventory**

Description	Book Value
Stock Inventory	\$6,589,216.39
WIP Inventory	\$2,486.55
Total	<u>\$6,591,702.94</u>

In re: Sportime, LLC

Case No. 13-10133 (KJC)

SCHEDULE B PERSONAL PROPERTY
Rider B.35 - Other Personal Property Of Any Kind Not Already Listed

Description	Book Value
Accum Amort Dev Cost	\$-940,987.78
Capital Development	\$1,931,032.75
Prepaid Other	\$46,491.18
Prepaid Royalties	\$15,801.86

B6D (Official Form 6D) (12/07)

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.	X		Borrower - Term Loan	X			\$94,660,867.39	Undetermined
BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020			Principle Balance - \$92,054,001.06 Accrued Interest - \$2,606,866.33 VALUE \$ Undetermined					
ACCOUNT NO.	X		Borrower ABL Balance - \$43,496,000.00	X			\$43,496,000.00	Undetermined
WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204			VALUE \$ Undetermined					
Subtotal ▶ (Total of this page)							\$ 138,156,867.39	\$0.00
Total ▶ (Use only on last page)							\$ 138,156,867.39 + Undetermined Amounts	\$0.00 + Undetermined Amounts

(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

B6E (Official Form 6E) (04/10)

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic Support Obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

B6E (Official Form 6E) (04/10) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for Death or Personal Injury While Debtor Was Intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data..

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. BIRD-IN-HAND WOODWORKS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942			Intercompany Obligation	X	X	X	Undetermined
ACCOUNT NO. BLACK OAK MINE UNIFIED SCHOOL DISTRICT 6540 WENTWORTH SPRINGS RD. P.O. BOX 4510 GEORGETOWN, CA 95634			Litigation - Personal Injury, Product Liability - Case Number: PC20120634	X	X	X	Undetermined
ACCOUNT NO. CALIFONE INTERNATIONAL, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942			Intercompany Obligation	X	X	X	Undetermined
Subtotal ▶							\$ 0.00
Total ▶							\$

3 continuation sheets attached

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.			Intercompany Obligation				Undetermined
CHILDCRAFT EDUCATION CORP. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
ACCOUNT NO.			Intercompany Obligation				Undetermined
CLASSROOMDIRECT.COM, LLC ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
ACCOUNT NO.			Intercompany Obligation				Undetermined
DELTA EDUCATION, LLC ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
ACCOUNT NO.			Litigation - Personal Injury, Product Liability - Case Number: PC20120634				Undetermined
EL DORADO COUNTY WESTERN SLOPE BOYS AND GIRLS CLUB P.O. BOX 2535 PLACERVILLE, CA 95667				X	X	X	
ACCOUNT NO.			Intercompany Obligation				Undetermined
FREY SCIENTIFIC, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
Sheet no. <u>1</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal ▶ \$ 0.00
							Total ▶ \$
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							

B6F (Official Form 6F) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.			Intercompany Obligation				Undetermined
PREMIER AGENDAS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
ACCOUNT NO.			Intercompany Obligation				Undetermined
SAX ARTS & CRAFTS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
ACCOUNT NO.			Intercompany Obligation				Undetermined
SCHOOL SPECIALTY, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
ACCOUNT NO.			Intercompany Obligation				Undetermined
SELECT AGENDAS, CORP. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942				X	X	X	
Sheet no. <u>2</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal ▶ \$ 0.00
							Total ▶ \$
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							

B6F (Official Form 6F) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. SERENITY MCARTHUR BY HER GUARDIAN AD LITEM LORIANNA MCATHUR C/O LAW OFFICE OF PETER B. TIEMANN P.O. BOX 5410 ELDORADO HILLS, CA 95762			Litigation - Personal Injury, Product Liability - Case Number: PC20120634	X	X	X	Undetermined
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
Sheet no. <u>3</u> of <u>3</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal ► \$ 0.00
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							Total ► \$ 0.00 + Undetermined Amounts

B6G (Official Form 6G) (12/07)

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112. and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
ACTION BASED LEARNING, LC, ATTN: JEAN BLAYDES 2972 WARM SPRINGS LANE RICHARDSON, TX 75082-3448	Royalty Agreement:
ADERHOLDT, KRISTEL 4720 BRADY LANE PALM BEACH GARDENS, FL 33418	Royalty Agreement: Publishing Agreement
AHRENS, EDWARD 3486 HOBART ROAD GLENNVILLE, PA 17329	Royalty Agreement:
ALL FOR KIDZ, INC. (AFK) P.O. BOX 1707 BOTHHELL, WA 98041	Customer Agreement: Non-Exclusive Certificate Program Agreement, Confidentiality Agreement
ALLEN, SUE 3755 LEDGE COURT TROY, MI 48084	Licensing Agreement:
ALTIERI, KRISTINA 4000 E. LAKE ESTATES DRIVE DAVIE, FL 33328	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
AMTMANIS, AMANDA P.O. BOX 356 COBALT, CT 06414	Licensing Agreement:
ARSLAN, IBRAHIM 1873 SOK 41/C D-6 KARSLYAKA, 35600 TURKEY	Licensing Agreement:
AUSTIN, ALISA 16812 ETHELWOOD TERRACE OLNEY, MD 20832	Licensing Agreement:
AVOOM GROUP CO. 6000 SPRINGHILL DRIVE SUITE 304 GREENBELT, MD 20770	Licensing Agreement:
BACHMAN, WENDELL 2700 EAGLE ROCK DRIVE ESTES PARK, CO 80517-9710	Royalty Agreement:
BAILEY, MILISA 18118 N. MICHAEL ROAD COLBERT, WA 99005	Licensing Agreement:
BARNARD, THERESA 6776 SPRING WATER ROAD CONESUS, NY 14435	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BARON BERK, LYNN V. 510 BOUNTY ROAD SURORA, OH 44202	Royalty Agreement: Publishing Agreement
BARON BERK, LYNN V. 510 BOUNTY ROAD SURORA, OH 44202	Royalty Agreement: Publishing Agreement
BARON BERK, LYNN V. 6618 MILLBRAE RAOD WORTHINGTON, OH 43235	Royalty Agreement: Publishing Agreement
BARTELS SPORTS CORPORATION D/B/A (BARTELS) 4B DEVON STREET FRANKTON HAMILTON, NEW ZEALAND	Licensing Agreement: First Amendment to License Agreement
BARTELS SPORTS CORPORATION ATTN: GLENN COX 4B DEVON STREET FRANKTON HAMILTON, NEW ZEALAND	Licensing Agreement:
BAUMAN, CHRIS 8950 WEST HUSTIS STREET MILWAUKEE, WI 53224	Royalty Agreement: Publishing Agreement
BAUMAN, CHRIS 8950 WEST HUSTIS STREET MILWAUKEE, WI 53224	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BAUMAN, CHRIS 8950 WEST HUSTIS STREET MILWAUKEE, WI 53224	Royalty Agreement: Publishing Agreement
BAUMANN, PATRICK 6890 WILD ROSE TRAIL VIRGINIA, MN 55792-8027	Licensing Agreement:
BAUMANN, PATRICK 6890 WILD ROSE TRAIL VIRGINIA, MN 55792-8027	Licensing Agreement:
BAYSIDE FINANCE LLC 3400 CENTRAL AVE #335 RIVERSIDE, CA 92506	Finance Agreement: Copyright Security Agreement
BAYSIDE FINANCE LLC 3400 CENTRAL AVE #335 RIVERSIDE, CA 92506	Trademark or IP Agreement: Trademark Security Agreement
BAYSIDE FINANCE, LLC 1450 BRICKELL AVENUE 31ST FLOOR MIAMI, FL 33131	Finance Agreement: Grant of Patent Security Interest
BELL, FRANK 400 WAUGH AVENUE NEW WILMINGTON, PA 16142	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BELL, FRANK 400 WAUGH AVENUE NEW WILMINGTON, PA 16142	Royalty Agreement:
BELL, SUSAN 17 WASHINGTON VALLEY ROAD WARREN, NJ 07059	Royalty Agreement: Publishing Agreement
BELL, SUSAN 17 WASHINGTON VALLEY ROAD WARREN, NJ 07059	Royalty Agreement: Publishing Agreement
BELVEDERE SPORTS, INC. P.O. BOX 1301 SOUTHERN PINE, NC 28388	Royalty Agreement:
BENNING, JAMES SCOTT 5535 POWERS ROAD ORCHARD PARK, PA 14127	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Royalty Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Licensing Agreement:
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BERMAN, BONNIE 7071 S. KNOLLS WAY LITTLETON, CO 80122	Licensing Agreement:
BERMAN, BONNIE 7078 S. KNOLLS WAY CENTENNIAL, CO 80122	Licensing Agreement:
BIENIOSEK, JAN 4316 HAZY MEADOWN LANE GRAPEVINE, TX 76051	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement
BLONIGEN, JULIE A. 1882 KILIAN BOULEVARD ST. CLOUD, MN 56304	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,Case No. 13-10133 (KJC)

Debtor

(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BLUE CROSS BLUE SHIELD ASSOCIATION 225 NORTH MICHIGAN AVENUE CHICAGO, IL 60601-7680	Customer Agreement: National Master Business Agreement
BLUECROSS BLUESHIELD OF TENNESSEE HEALTH FOUNDATION 1 CAMERON HILL CIRCLE CHATTANOOGA, TN 37402	Insurance Policies: Eligible Purchaser Agreement
BLUECROSS BLUESHIELD OF TENNESSEE HEALTH FOUNDATION 4800 DEERWOOD CAMPUS PARKWAY JACKSONVILLE, FL 32246	Insurance Policies: Eligible Purchaser Agreement
BOLLINGER, RICK AUDIOLOGY SPEECH 1201 N.W. 16TH ST. MIAMI, FL 33125	Royalty Agreement: Pblishing Agreement, Rating Scale of Communication in cognitive Decline
BOSU FITNESS, LLC 3434 MIDWAY DRIVE SUITE 2008 SAN DIEGO, CA 92110	Licensing Agreement:
BOSU FITNESS, LLC 3434 MIDWAY DRIVE SUITE 2008 SAN DIEGO, CA 92110	Licensing Agreement:
BOWIE, LORILYNN 2620 NW 69TH TERRACE GAINESVILLE, FL 32606	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BOWIE, LORILYNN 2620 NW 69TH TERRACE GAINESVILLE, FL 32606	Royalty Agreement:
BRACK, JENNY C. 879 E. 1259 ROAD LAWRENCE, KS 66047	Licensing Agreement:
BRADBURN, CHRISTA 874 WINDSTAR BLVD. FRANKLIN, IN 46131	Licensing Agreement:
BRIDGES, JENNIFER 878 CROOKED TREE LANE MIDLAND, MI 48640	Licensing Agreement:
BRIGGS, NOREEN 3560 WEST 99TH STREET EVERGREEN PARK, IL 60642	Royalty Agreement: Publishing Agreement
BRIGGS, NOREEN 3560 WEST 99TH STREET EVERGREEN PARK, IL 60642	Royalty Agreement: Publishing Agreement
BROUSSARD, KATHY CMR 457 BOX 12 APO AE, 09033	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BROUSSARD, KATHY R. 15924 SW BRECCEA DRIVE BEAVERTON, OR 97007	Licensing Agreement:
BROUSSARD, KATHY R. 15924 SW BRECCEA DRIVE BEAVERTON, OR 97007	Licensing Agreement:
BROUSSARD, KATHY R. 15924 SW BRECCEA DRIVE BEAVERTON, OR 97007	Licensing Agreement:
BROWN, REBECCA CURTIS 94 POPLAR COMMONS DUMMERSTON, VT 05301	Licensing Agreement:
BRUNTMYER, JOSEPH 3117 SHARON ST HICKORY, NC 28601	Royalty Agreement:
BRUNTMYER, JOSEPH 3117 SHARON ST HICKORY, NC 28601	Royalty Agreement:
BRYANT, PHILIP 26357 COTTON BAYOU RD ORANGE BEACH, AL 36561	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BRYANT, PHILIP 26357 COTTON BAYOU RD ORANGE BEACH, AL 36561	Royalty Agreement:
BRYANT, PHILIP 26357 COTTON BAYOU RD ORANGE BEACH, AL 36561	Royalty Agreement:
BURKE, ANITA 347 LIVINGSTON AVENUE NEW BRUNSWICK, NJ 08901	Licensing Agreement:
BURRIS, JOHN O. 7625 S.W. CEDARCREST PORTLAND, OR 97223	Royalty Agreement:
BUXTON, JULIE M. LES HAUTS DE BAILLY 40 ALLEE DE TILLET BAILLY, 788870 FRANCE	Royalty Agreement: Publishing Agreement
CAIN, JIM PHD 468 SALMON CREEK ROAD BROCKPORT, NY 14420	Royalty Agreement:
CALHOUN, GLYN M. PO BOX 155 CENTERVILLE, AL 35042	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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CAPEHART, GAIL 5097 AINTREE COURT ROCHESTER, MI 48306	Royalty Agreement: License Agreement
CARLSON, BOYD 16706-206TH CIRCLE HUTCHINSON, MN 55350	Royalty Agreement: License Agreement
CASSADY, AARON 712 ORCHARD STREET MARIETTA, OH 45750	Royalty Agreement:
CATALYST SPORTS 8780 SHOREHAM DRIVE SUITE 411 WEST HOLLYWOOD, CA 90069	Royalty Agreement:
CENTER FOR CREATIVE PLAY (INGRID M. KAPICS OTL/L) 1400 S. BRADDOCK PITTSBURGH, PA 15218	Royalty Agreement: License Agreement
CHILDREN'S FACTORY 245 WEST ESSEX AVENUE ST. LOUIS, MO 63122	Royalty Agreement:
CHRISTENSEN, MYLES 571 DOVER COURT READING, PA 19606	Royalty Agreement: License Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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CHRISTY LANE ENTERPRISES P.O. BOX 4040 PALM SPRINGS, CA 92263	Sales Contract/Trade Agreement: Resale of Spark CD's
CLARK, HENRY 228 TIMBER LANE STOCKBRIDGE, GA 30281	Royalty Agreement:
CLOUGHERTY, MELINDA 8 SHEPARD COURT SHARON, MA 02067	Royalty Agreement: License Agreement
COHEN, BRIAN 25548 GAYLORD COURT CALABASAS, CA 91302	Confidentiality Agreement: Possible Engagement
COLLINS, LINDA B. 23 OAKWOOD ATHENS, OH 45701	Royalty Agreement: Publishing Agreement
COLLINS, LINDA B. 23 OAKWOOD ATHENS, OH 45701	Royalty Agreement: Publishing Agreement
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	Royalty Agreement: Publishing Agreement

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In re Sportime, LLC,
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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	Royalty Agreement: Publishing Agreement
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	Royalty Agreement: Publishing Agreement
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	Royalty Agreement: Publishing Agreement
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	Royalty Agreement: Publishing Agreement
COLLINS, LINDA B. 23 OAKWOOD DRIVE ATHENS, OH 45701	Royalty Agreement: Publishing Agreement, ACQUIRE: Answer-Comprehend-Question-Understand-Interpret- Reason-Express
COLVIN, VONNIE 3381 COLONNADE DRIVE LEXINGTON, KY 40506-0219	Royalty Agreement: License Agreement
CONGDON, J. L. 1036 MERLINE DRIVE NISKAYUNA, NY 12309	Royalty Agreement: License Agreement

B6G (Official Form 6G) (12/07) – Cont.

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CONNECTTIVITY 152 SUNRISE CIRCLE MOORESVILLE, NC 28117	Licensing Agreement: Letter of Agreement
COREPOLE, INC 2644 HENRY COURT BELVIDERE, IL 61008	Licensing Agreement: Intellectual Property Rights Assignment Agreement
CORNELIUS, STEVE 291 CR 205 WALNUT, MS 38683	Royalty Agreement: License Agreement
CRONE, CATHLEEN P.O BOX 3212 SANTA MONICA, CA 90408	Royalty Agreement: License Agreement
D'AMATO, ELLEN 138 WALTHERY AVENUE RIDGEWOOD, NJ 07450	Royalty Agreement: Publishing Agreement
D'AMATO, ELLEN 138 WALTHERY AVENUE RIDGEWOOD, NJ 07450	Royalty Agreement: Publishing Agreement
D'AMATO, ELLEN 138 WALTHERY AVENUE RIDGEWOOD, NJ 07450	Royalty Agreement: Publishing Agreement

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D'AMATO, ELLEN 138 WALTHERY AVENUE RIDGEWOOD, NJ 08879	Royalty Agreement: Publishing Agreement
DAN HOLZMAN 1900 16TH STREET W. LINN, OR 97068	Royalty Agreement: License Agreement
DAN HOLZMAN 1900 16TH STREET W. LINN, OR 97068	Royalty Agreement: License Agreement
DAVIS, CHRISTINE D. 8700 JENNINGS RD EDEN, NY 14057	Royalty Agreement:
DAVIS, LISA 38 SAYLES AVENUE PAWTUCKET, RI 02860	Licensing Agreement:
DAVIS, NELL 1634 LIBERTY COURT TURLOCK, CA 95382-6708	Licensing Agreement:
DAW, RAY P. O. BOX 55 TONALEA, AZ 86044-0055	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

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(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
DEKOVEN, BERNIE 223 AVENUE G REDONDO BEACH, CA 90277	Licensing Agreement:
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: WORK-MADE-FOR-HIRE Agreement, slogans, Good Speech is a Whale of an Idea, good Speech is Out Of This World, All Aboard For Good Speech, Program Yourself For Good Speech, Hop to It With good Speech, Remember To Practice Your Speech
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, ConverStations II: On the Go Again
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, converStations: The Go anywhere Speech book
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Promoting Speech-Language Services
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Sounds Plus [s+r] Sounds Plus [sibilants]
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Speech Beans [s] and [r]

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(Continuation Sheet)

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DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Speech Delights
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Speech Sports
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Speech Stations
DEVANEY, JANET SHAW 423 LAWRENCEVILLE ROAD #108 LAWRENCEVILLE, NJ 08648	Royalty Agreement: Publishing Agreement, Who Gets on Jets?
DILLON, LORI 4200 NORTH 82ND ST SUITE 1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
DILLON, LORI 4200 N, 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,Case No. 13-10133 (KJC)

Debtor

(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DILLON, LORI 4200 N. 82ND ST #1007 SCOTTSDALE, AZ 85251	Licensing Agreement:
DZEWALTOWSKI REVILLE, JULIE 36 LYMAN AVENUE BURLINGTON, VT 05401	Royalty Agreement: Publishing Agreement, The Many voices of Paws

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ELLMO, WENDY J. 141 DUNHAM PACE WOODBIDGE, NJ 07095	Royalty Agreement: Publishing Agreement
ELLMO, WENDY J. 141 DUNHAM PACE WOODBIDGE, NJ 07095	Royalty Agreement: Publishing Agreement, High-Level Cognitive-Linguistic Assessment Battery
ENRICO TACCONI, INVENTOR VIA CANABURO NO. 133 LA SPEZIA SARZANA, 19038 ITALY	Licensing Agreement:
FINDEL EDUCATION LTD JEFF BURN, DAVIES SPORTS FINDEL HOUSE ASHBY BUSINESS PARK ASHBY DE LA ZOUCHE LEICESTERSHIRE, LE65 1NG UNITED KINGDOM	Licensing Agreement: Fourth Amendment to License Agreement
FINDEL EDUCATION LTD JEFF BURN, DAVIES SPORTS FINDEL HOUSE ASHBY BUSINESS PARK ASHBY DE LA ZOUCHE LEICESTERSHIRE, LE65 1NG UNITED KINGDOM	Licensing Agreement: Fourth Amendment to License Agreement
FINDEL EDUCATION, LTD JEFF BURN, DAVIES SPORTS FINDEL HOUSE ASHBY BUSINESS PARK ASHBY DE LA ZOUCHE LEICESTERSHIRE, LE65 1NG UNITED KINGDOM	Licensing Agreement: First Amendment to License Agreement
FINDEL EDUCATION, LTD JEFF BURN, DAVIES SPORTS FINDEL HOUSE ASHBY BUSINESS PARK ASHBY DE LA ZOUCHE LEICESTERSHIRE, LE65 1NG UNITED KINGDOM	Licensing Agreement: Second Amendment to License Agreement

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FINNIGAN III, OLIVER D. 604 FRONT STREET KISSIMMEE, FL 34747	Purchase Contract / Purchase Order: Bill of Sale of Personal Property
FINNIGAN III, OLIVER D. 4030 UNION BAY CIRCLE SEATTLE, WA 98105	Royalty Agreement:
FINNIGAN III, OLIVER D. 604 FRONT STREET KISSIMMEE, FL 34747	Royalty Agreement:
FINNIGAN III, OLIVER D. 604 FRONT STREET KISSIMMEE, FL 34747	Royalty Agreement:
FOGLE, DAN 1900 16TH STREET W. LINN, OR 97068	Royalty Agreement:
FOGLE, DAN 1900 16TH STREET W. LINN, OR 97068	Royalty Agreement: License Agreement
FOGLE, DAN 1900 16TH STREET W. LINN, OR 97068	Royalty Agreement: License Agreement

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FRANCIS, MARGARET #86 10620 NO. 4 ROAD RICHMOND, BC V7A 2Z7 CANADA	Royalty Agreement: License Agreement
FRANCIS, MARGARET #86 10620 NO. 4 ROAD RICHMOND, BC V7A 2Z7 CANADA	Royalty Agreement: License Agreement
FRANKS, DON 2900 GINNBROOKE LN KNOXVILLE, TN 37920	Royalty Agreement:
FULLER, TY 1165 SPALDING DRIVE ATLANTA, GA 30350	Royalty Agreement: Letter
FULWIDER GOBER, CINDY 112 UNAKA SUBDIVISION ROAD ELIZABETHTON, TN 37643	Royalty Agreement:
FULWIDER, CINDY 132 TALL OAK CIRCLE JOHNSON CITY, TN 37601	Royalty Agreement:
GABRIEL, ELIZABETH A. 3 ALICIA COURT WEST NYACK, NY 10994	Royalty Agreement:

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GARBO GARVER, FRED P.O. BOX 514 NORWAY, ME 04268	Royalty Agreement:
GARRISON, JO LYNN P.O. BOX 1116 MCCALL, IN 83638	Royalty Agreement: License Agreement
GERNEY, DR. PHILIP E. 194 BROWNSBURG RD. NEWTON, PA 18940	Licensing Agreement:
GERNEY, PHILIP 194 BROWNSBERG RD NEWTON, PA 18940	Royalty Agreement:
GIBSON, WARREN 9139 ROCKROSE DRIVE TAMPA, FL 33647	Royalty Agreement: License Agreement
GILMORE, MARCIA 4601 SOUTH LAKEWOOD DR. SAINT JOSEPH, MO 64506	Royalty Agreement:
GLOBAL GAMES UNLIMITED, INC. 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement

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GLOVER, DON 764 ECHO SHORES COURT MAHTOMODI, MN 55115	Royalty Agreement: License Agreement
GLOVER, DON 764 ECHO SHORES COURT MAHTOMODI, MN 55115	Licensing Agreement:
GOBER, CINDY 112 UNAKA SUBDIVISION ROAD ELIZABETHON, TN 37643	Licensing Agreement:
GOBRECHT, JAY A. 740 FAIRVIEW DRIVE HANOVER, PA 17331	Licensing Agreement:
GOEPFERT, LAURA 30 JOHN STREET CHATHAM, NJ 07928	Royalty Agreement: Publishing Agreement
GOEPFERT, LAURA 30 JOHN STREET CHATHAM, NJ 07928	Royalty Agreement: Draft of Publishing Agreement
GOLDBERG KOHN LTD., ATTN: NANCY BROUGHNER 55 EAST MONROE STREET SUITE 3300 CHICAGO, IL 60603	Trademark or IP Agreement: Trademark Security Agreement

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

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GOLLY ENTERPRISES INC. - DANIEL W. FOX 202 EAST SHARON PHOENIX, AZ 85022	Royalty Agreement: License Agreement
GRIFFIN, ANN 2027 BEAVER AVENUE SE CEDAR RAPIDS, IA 52403	Licensing Agreement:
GRIGAS, DENISE 209 AVALON TERRACE HAMMOND, LA 70403	Royalty Agreement: Publishing Agreement, Artic- ACTION
GRIGAS, DENISE 17517 AVALON TERRACE HAMMOND, LA 70403	Royalty Agreement: Publishing Agreement, Artic- Riddles
GRIGAS, DENISE 209 AVALON TERRACE HAMMOND, LA 70403	Royalty Agreement: Publishing Agreement, Artic-You-Pic
GRIGAS, DENISE 209 AVALON TERRACE HAMMOND, LA 70403	Royalty Agreement: Publishing Agreement, SAYdee
GUNNAR AND ARNE FLER BOLLAR I LUTTEN AB TOMTEBOGATAN 19 113 39 STOCKHOLM, SWEDEN	Royalty Agreement: Agreement For sale of Translation Rights

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HAAS, CHRISTOPHER 24919 REGIS COURT MURRIETA, CA 92562	Royalty Agreement:
HAAS, CHRISTOPHER (MINOR) 24919 REGIS COURT MURRIETA, CA 92562	Royalty Agreement:
HAAS, CHRISTOPHER (MINOR) 24919 REGIS COURT MURRIETA, CA 95262	Royalty Agreement:
HAGEDORN, WALTER F. 76 LAKEFRONT ROAD PUTNAM VALLEY, NY 10579	Licensing Agreement:
HALES, PAT 4522 FARMWOOD DRIVE ROANOKE, VA 24018	Licensing Agreement:
HANKS, SUZANNE 34264 CAMINO CAPISTRANO #218 DANA POINT, CA 92624	Licensing Agreement:
HANSEN, DIANE 4910 EAST ALTA VISTA TUSCON, AZ 85712	Royalty Agreement: Publishing Agreement

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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HANSON, BONITA C/O KITTSON CENTRAL ELEMENTARY P.O. BOX 9 306 THIRD STREET WEST KENNEDY, MN 56733	Royalty Agreement:
HANSON, GEORGE 3722 W. 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement:
HANSON, GEORGE 3722 W. 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement:
HANSON, GEORGE 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement
HANSON, GEORGE 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement
HANSON, GEORGE 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement
HANSON, GEORGE 1004 PROSPECT STREET COLUMBIA, MO 65203	Royalty Agreement: License Agreement

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HANSON, GEORGE 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement
HANSON, THOMAS E. - INVENTOR 623 S. REMBRANDT ROYAL OAK, MI 48067	Licensing Agreement:
HARPER, SUZHANNA 144 W. MENNONITE ROAD AURORA, OH 44202	Licensing Agreement:
HARRIS, BARBARA A. 4401 SIXTH STEET SW CEDAR RAPIDS, IA 52404	Licensing Agreement:
HARWOOD, SHANE 603 SPRING LAKE COURT CHATTANOOGA, TN 37415	Licensing Agreement:
HAZELTON, CATHY A. RFD 1 BOX 1180 WEST PERU, ME 04290	Royalty Agreement: Publishing Agreement, communication Cartoons
HENRY OT SERVICES, INC 7942 WEST BELL ROAD SUITE C5-429 GLENDALE, AZ 85308	Independent Contractors: Grow the markets for therapy products, education, services, Diana Henry, workshops

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HOLT, RHONDA 511 N. FORRESTVIEW COURT WICHITA, KS 67235	Royalty Agreement:
HONG SENG SPORTS INDUSTRIES PTE LTD 34 KAKI BUKIT INDUSTRIAL TERRACE 416114 SINGAPORE	Vendor Agreement: Renewal of License Agreement
HONG SENG SPORTS INDUSTRIES PTE LTD 34 KAKI BUKIT INDUSTRIAL TERRACE 416114 SINGAPORE	Licensing Agreement: Renewal of License Agreement
HONG SENG SPORTS INDUSTRIES PTE LTE 76/76A SERANGOON GARDEN WAY 555972 SINGAPORE	Licensing Agreement:
HOON, PATRICIA A. 426 ECKMAN LANE LAFAYETTE, IN 47905	Royalty Agreement: Publishing Agreement, Steffy's Game and Other Stories
HORSTMAN, JOHN 3722 W. 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement:
HORSTMAN, JOHN 3722 W. 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement:

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(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
HORSTMAN, JOHN 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement
HORSTMAN, JOHN 1004 PROSPECT STREET COLUMBIA, MO 65203	Royalty Agreement: License Agreement
HORSTMAN, JOHN 3109 WEST 50TH STREET SUITE 316 MINNEAPOLIS, MN 55410	Royalty Agreement: License Agreement
HOUSTON-WILSON, CATHY 15 TEAROSE MEADOWN LANE BROCKPORT, NY 14420	Licensing Agreement:
IN YOUR POCKET DESIGNS, INC. 150 TACKELY PLACE MIDLOTHIAN, VA 23114	Licensing Agreement:
INNOVEC INC. 3033 CAMPUS DRIVE PLYMOUTH, MN 55441	Royalty Agreement:
JACOBS, PATRICIA 2500 JACOBS COURT MARIETTA, GA 30068	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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JENNY BRACK DBA JENNY'S KIDS 879 E. 1259 ROAD LAWRENCE, KS 66047	Licensing Agreement:
JOHNSON, JODY P. O. BOX 66 RED BLUFF, CA 96081	Royalty Agreement:
JOHNSON, JODY P.O. BOX 66 RED BLUFF, CA 96081	Royalty Agreement:
JOHNSON, JODY P.O. BOX 66 RED BLUFF, CA 96081	Royalty Agreement:
JUGGLE BUG, INC 7506 J OLYMPIC VIEW DRIVE EDMONDS, WA 98026	Purchase Contract / Purchase Order: Asset Purchase agreement
JUGGLE BUG, INC. 7506-J OLYMPIC VIEW DRIVE EDMONDS, WA 98020	Purchase Contract / Purchase Order: Memo from Jugglebug, Inc. Attorneys
JUGGLE BUG, INC. 7506-J OLYMPIC VIEW DRIVE EDMONDS, WA 98020	Purchase Contract / Purchase Order: Purchase of Assets of Juggle Bug, Inc. by Select Services & Supply Co. Inc.

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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JUGGLE BUG, INC. 1300 MARKET STREET WILMINGTON, DE 19801	Stock Purchase Option Contract: Certificate of Amendmant of Authorized Capital Stock
JUGGLE BUG, INC. 1300 MARKET STREET WILMINGTON, DE 19801	Royalty Agreement: BY-Laws
JUNGLE ENTERPRISE LTD 19750 SW 280TH STREET HOMESTEAD, FL 33031	Royalty Agreement:
KAY, CHRISTI M. AMERICAN HEART ASSOCIATION ATTN: DEAN GEISS PO BOX 6997 MARIETTA, GA 30065	Royalty Agreement:
KEARNEY, TODD 235 CRAB ORCHARD WAY ROSWELL, GA 30076	Royalty Agreement:
KELLY REDD 1002 12TH STREET #103 SANTA MONICA, CA 90403	Royalty Agreement: License Agreement
KENNEDY, BETH 516 HIGH KNOLL DRIVE CEDARBURG, WI 53012-9113	Royalty Agreement: Publishing Agreement, Wookbook for Memory Skills

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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(Continuation Sheet)

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KENNEDY, BETH M. 516 HIGH KNOLL DRIVE CEDARBURG, WI 53012-9113	Royalty Agreement: Publishing Agreement, The Berbal Expression Workbook
KENNEDY, BETH M. 516 HIGH KNOLL DRIVE CEDARBURG, WI 53012-9113	Royalty Agreement: Publishing Agreement, It's on the Tip of My...
KIM REBER 370 ONEIDA DRIVE READING, PA 19608	Royalty Agreement: License Agreement
KING, JAMES 2314 LILAC COURT CHENEY, WA 99004	Licensing Agreement:
KING, SHERRI 241 TEABERRY STREET PRINCETON, WV 24740	Licensing Agreement:
KINSINGER, ELLEN 4116 FOREST VIEW COURT NE CEDAR RAPIDS, IA 52411	Licensing Agreement:
KINSINGER, ELLEN 4116 FOREST VIEW COURT NE CEDAR RAPIDS, IA 52411	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
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KINSINGER, ELLEN 4116 FOREST VIEW COURT NE CEDAR RAPIDS, IA 52411	Licensing Agreement:
KINSINGER, ELLEN 4116 FOREST VIEW COURT NE CEDAR RAPIDS, IA 52411	Licensing Agreement:
KINSINGER, ELLEN 4116 FOREST VIEW COURT NE CEDAR RAPIDS, IA 52411	Licensing Agreement:
KISER, JAMES 4786 ANTIOCH RD HARRISONBURG, VA 22802	Royalty Agreement:
KISSEL, JOAN 1140 S. ORLANDO AVENUE APARTMENT D-14 MAITLAND STATE, FL 32751	Licensing Agreement:
KNIGHT, KAREN J. 5 BRADLEY COURT ROCHESTER, NH 03867	Royalty Agreement: Publishing Agreement, Tried and True Activities for Target Sounds
KNIGHT, RICK 17835 N.W. COLLINS ROAD NORTH PLAINS, OR 97133	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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KOGUT, SUSAN 130 SNOW CHIEF DR HAVRE DE GRACE, MD 21078	Royalty Agreement:
KOLNASKI, ED 341 RIDGEWOOD DR MYSTIC, CT 06355	Royalty Agreement:
KURE, HEIDI 723 BROOKHAVEN DRIVE ORLANDO, FL 32803	Licensing Agreement:
LAING, LYNN 106 COVENTRY ROAD MARIETTA, OH 45750	Royalty Agreement:
LAING, LYNN ANN 106 COVENTRY ROAD MARIETTA, OH 45750	Royalty Agreement: Swing N'Fling,
LARRY CUNNINGHAM/COREPOLE, INC 2644 HENRY COURT BELVIDERE, IL 61008	Trademark or IP Agreement: U.S. Patent Maintenance Fees/Foreign Patent Annuity Fees
LARRY CUNNINGHAM/COREPOLE, INC 2644 HENRY COURT BELVIDERE, IL 61008	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,Case No. 13-10133 (KJC)

Debtor

(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

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LAUER, SANDI 202 LOWER STREET AUGUSTA, MO 63332	Royalty Agreement: X-STRAP
LAVIGNE, KRISTA 2815 HEADWATER DR. FT. COLLINS, CO 80521	Royalty Agreement:
LAVIGNE, KRISTA 2815 HEADWATER DR. FT. COLLINS, CO 80521	Royalty Agreement: Cookie theif
LAWSON, JENNIFER 2121 N. DUKE STREET #113 DURHAM, NC 27701	Royalty Agreement: Jennifer Lawson, Royalty Agreement
LECOMTE, BARBARA J. 159 BRIARWOOD DRIVE EAST BERKELY HIGHTS, NJ 07922	Royalty Agreement: Publishing Agreement, What is Aphasia
LEDRAPLASTIC NO. 1 VIA BRIGATE RE FRIULI-VENEZIA GIULIA OSOPPO, 33010 ITALY	Royalty Agreement: Ledraplastic, CatchBall
LEE, AMELIA LOUISIANA ST UNIV-DEPT OF KINESIOLOGY 112 LONG FIELDHOUSE BATON ROUGE, LA 70803	Royalty Agreement: Fitness Through Movement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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LENGEL, DARLENE R. 520 DAILY DRIVE NORTH HUNTINGTON, PA 15642	Royalty Agreement: Publishing Agreement, Effective Conversations
LENGEL, DARLENE R. 520 DAILY DRIVE NORTH HUNTINGTON, PA 15642	Royalty Agreement: Publishing Agreement, Effective Listening
LEONARD, LINDA 6290 NIEMANVILLE TRAIL LITCHFIELD, IL 62056	Royalty Agreement: Four color Raised Line Paper
LETSPLAY APS SKINDERGADE 19,4 1159 COPENHAGEN, DENMARK	Royalty Agreement: BumBall
LEWIS, JIM 919 CO. RD. 1900E GREENUP, IL 62428	Royalty Agreement: Jim Lewis, Connie Lewis
LIBRI, TROLL VIA MARINALI 6 VICENZA, 36100 ITALY	Sales Contract/Trade Agreement: Agreement For Sale of Translation Rights
LIEBERMAN, LAUREN 2 CAROLIN DRIVE BROCKPORT, NY 14420	Royalty Agreement: Inclusion Elementary Equipment Kit, Strategies for Inclusion Secondary Equipment Kit

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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LIFE SKILLS, AATN: CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32708	Royalty Agreement:
LIFE SKILLS, AATN: CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32708	Royalty Agreement:
LIFE SKILLS, AATN: CHUCK WAINMAN 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFE SKILLS, AATN: CHUCK WAINMAN 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFE SKILLS, AATN: CHUCK WAINMAN 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFE SKILLS, AATN: CHUCK WAINMAN 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFESKILLS, ATTN: SUE WILKINSON 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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LIFESKILLS, ATTN: SUE WILKINSON 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFESKILLS, ATTN: SUE WILKINSON 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFESKILLS, ATTN: SUE WILKINSON 1089 W. MORSE BLVD SUITE A WINTER PARK, FL 32789	Licensing Agreement:
LIFESKILLS-C/O CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32789	Licensing Agreement:
LIFESKILLS-C/O CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32789	Licensing Agreement:
LIFESKILLS-C/O CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32789	Licensing Agreement:
LIFESKILLS-C/O CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32708	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
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LIFESKILLS-C/O CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32708	Licensing Agreement:
LIFESKILLS-C/O CHUCK WAINMAN 1016 SPRING VILLAS PTE SUITE 1030 WINTER SPRINGS, FL 32708	Licensing Agreement:
LINTZ-STAATS, MARY KIRSTEN 5518 KAYAK WAY NE KEIZER, OR 97303	Royalty Agreement: Writeguide
LOEFFLER, CHRISTINA 16305 S. LEXINGTON DRIVE PLAINFIELD, IL 60586	Royalty Agreement: Picture communication Tote
LOO, SALLY 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Super Movecube
LOO, SALLY 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Sally Loo, Inventor
LOO, SALLY 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

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Debtor

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
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MADONNA LIPP 930 CYPRESS COURT MACOMB, IL 61455	Royalty Agreement: Anywhere Swing
MAJORDESIGN, ATTN: MARY FARMER CONRAD 92 FOREST GLEN COURT TERRE HAUTE, IN 47802	Royalty Agreement:
MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	Royalty Agreement: Publishing Agreement, Speech-Language Inservices for Educational Personnel (SLIEP)
MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	Royalty Agreement: Publishing Agreement, Speech-Language Inservices for Educational Personnel (SLIEP)
MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	Royalty Agreement: Publishing Agreement, Speech-Language Inservices for Educational Personnel (SLIEP)
MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	Royalty Agreement: Publishing Agreement, Speech-Language Inservices for Educational Personnel (SLIEP)
MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	Royalty Agreement: Publishing Agreement, Chatty Hats and Other Props: Classroom Activities for Oral Language Development

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MANTIONE, DENISE A. 892 LANDING ROAD NORTH ROCHESTER, NY 14625	Royalty Agreement: Publishing Agreement, Chatty Hats and Other Props: Classroom Activities for Oral Language Development
MARKOS, NANCY 715 NAKED CREEK RUN EARLSVILLE, VA 22936	Royalty Agreement: License Agreement
MEGAFORM AG RUE HAUTE 177 B 4700 EUPEN EUPEN, BELGIUM	Licensing Agreement: First Amendment to License Agreement
MEGAFORM AG B 4700 EUPEN EUPEN, BELGIUM	Licensing Agreement: Fourth Amendment to License Agreement
MEGAFORM AG B 4700 EUPEN EUPEN, BELGIUM	Licensing Agreement: Third Amendment to License Agreement
MEGAFORM AG B 4700 EUPEN EUPEN, BELGIUM	Licensing Agreement: Second Amendment to License Agreement
MITCHELL, MELANIE S. P.O. BOX 8 NATHALIE, VA 24577	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

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MUEHL, LOIS 430 CRESTVIEW AVENUE IOWA CITY, IA 52245	Royalty Agreement: Publishing Agreement, Speech Sound Rebus Stories
MULPETER, VIRGINIA A. 4 GREEN WOODS LANE FARMINGTON, CT 06085	Royalty Agreement: Publishing Agreement, Clinical Evaluation of swallowing and Oral Feeding Program
MULPETER, VIRGINIA A. 4 GREEN WOODS LANE FARMINGTON, CT 06085	Royalty Agreement: Publishing Agreement, Clinical Evaluation of swallowing and Oral Feeding Program
MULPETER, VIRGINIA A. 4 GREEN WOODS LANE FARMINGTON, CT 06085	Royalty Agreement: Publishing Agreement, Clinical Evaluation of swallowing and Oral Feeding Program
MUSSER, STEPHANIE 8610 SW FAIRWAY DRIVE PORTLAND, OR 97225	Royalty Agreement: License Agreement
NALBERCZINSKI, LORA 451 D UNIVERSITY BLVD HARRISONBURG, VA 22801	Licensing Agreement:
NASO, MICHAEL JAMES 2034 DESMOND DR DECATUR, GA 30033	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

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NATIONAL ASSOCIATIONS OF THE AMERICAN ALLIANCE FOR HEALTH,PHYSICAL EDUCATION,RECREATION, AND DANCE 1900 ASSOCIATION DRIVE RESTON, VA 20191-1598	Partnership Agreement: addendum to partnership agreement
NATIONAL ASSOCIATIONS OF THE AMERICAN ALLIANCE FOR HEALTH,PHYSICAL EDUCATION,RECREATION, AND DANCE 1900 ASSOCIATION DRIVE RESTON, VA 20191-1598	Partnership Agreement: sponsor agreement
NEAULT, MARY ANN 801 EAGLE HEIGHTS DRIVE SOUTH LYON, MI 48178	Royalty Agreement: License Agreement
NEW SCHOOL MEDIA GROUP 915 KELLEY ROAD MEMPHIS, TN 38111	Royalty Agreement:
NEW SCHOOL MUSIC 915 KELLEY ROAD MEMPHIS, TN 38111	Royalty Agreement: Spark Music Production Agreement
NIELSON, NANCY 11710 S 203RD STREET GRETNA, NE 68028	Licensing Agreement:
NIKE ONE BOWERMAN DRIVE BEAVERTON, OR 97005	Partnership Agreement: Insurance Requirements

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NISHI ATHLETIC GOODS CO.,LTD SAKURI BUILDING 3F 32-8 1- CHROME KOMEIDO KOTO-KU TOKYO, 136 JAPAN	Royalty Agreement: License Agreement
NORBERG, BILL 6973 KEENEY NILES, IL 60714	Royalty Agreement: License Agreement
NOTTINGHAM CONSULTANTS, LTD CLIFTON MAIN STREET CLIFTON NOTTINGHAM, NG11 8NJ UNITED KINGDOM	royalty agreement:
NOTTINGHAM CONSULTANTS: LIMITED NOTTINGHAM/TRENT UNIVERSITY FINANCE DEPARTMENT BURTON STREET NOTTINGHAM, NG14BU UNITED KINGDOM	Licensing Agreement:
NOTTINGHAM CONSULTANTS:LIMITED BURTON STREET NOTTINGHAM, NG14BU UNITED KINGDOM	Licensing Agreement:
OCHOA, JORGE 8031 BIG BEND SAN ANTONIO, TX 78250	Licensing Agreement:
PALMER, LYELLE 504 LAKE STREET WINONA, MN 55987	Licensing Agreement:

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
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PANDORA MEDICAL CENTER ATTN: DARRELL E. GROMAN, O.D. 5560 OHIO S. R. 12 W PANDORA, OH 45877-0209	Licensing Agreement:
PATALANO, DEBORAH 120 RIDGEWOOD CIRCLE RINCON, GA 31326	Licensing Agreement:
PATALANO, DEBORAH 120 RIDGEWOOD CIR RINCON, GA 31326	Licensing Agreement:
PATALANO, DEBORAH 120 RIDGEWOOD CIR RINCON, GA 31326	royalty agreement:
PATHWAYS FOR LEARNING, LLC 8045 PROVIDENCE ROAD SUITE 200 CHARLOTTE, NC 28277	Licensing Agreement:
PATHWAYS FOR LEARNING, LLC 8045 PROVIDENCE ROAD SUITE 200 CHARLOTTE, NC 28277	Licensing Agreement:
PAVONE, MARTIN 16 CHESTNUT CRESCENT ROCHESTER, NY 14624	Licensing Agreement:

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PENLAND, JAMES H. JR. 2948 SANDRA DR SNELLVILLE, GA 30078	Royalty Agreement:
PICKETT, RUSSELL 621 MEMORIAL DRIVE #1218 CHATTANOOGA, TN 37415	Royalty Agreement:
PIERCE, J. RENEE 216 CENTENNIAL AVENUE CHICO, CA 95928	Royalty Agreement:
PIERCE, J. RENEE 216 CENTENNIAL AVENUE CHICO, CA 95928	Royalty Agreement:
PIERCE, MAYNARD 4856 HIGH FOREST DRIVE DULUTH, GA 30096	Royalty Agreement:
PIERSOL, KAY 167 SW CONFEDERATE GLEN LAKE CITY, FL 32035	Licensing Agreement:
POLIN, ALAIN 22 ALEE DU COLISEE VILLENEUVE D' ASCQ, 59650 FRANCE	Licensing Agreement:

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PRITTINEN, DIANA P.O. BOX 441 BRIDGMAN, MI 49106	Licensing Agreement:
PRODOGY SPORTS INTERNATIONAL 390W 2400S PERRY, UT 84302	Licensing Agreement:
PUG PARRIS MCMURRAY STATION BOX 188 ABILENE, TX 79697	royalty agreement:
QUICK, JENNIFER 4002 BALDWIN DRIVE LAUREL, MS 39440	Royalty Agreement: Publishing Agreement, 500 Ways to Promote communication Development in Infants and Young Children with Disabilities
QUICK, JENNIFER 4002 BALDWIN DRIVE LAUREL, MS 39440	Royalty Agreement: Publishing Agreement
RACHEL ANN GEORGE P.O. BOX 203 240 NORTH CLOUD PEAK BYRON, WY 82412	Royalty Agreement: License Agreement
RAMBO, KATHY 45192 THORNHILL ROAD CANTON, MI 45192	Royalty Agreement:

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RANGER, CARL 11452 GENESEE ROAD CLIO, MI 48420	Royalty Agreement:
RAUBUCK, DANIEL L. 8600 EAST DAVIS AVENUE TERRE HAUTE, IN 47805	Licensing Agreement:
RAUBUCK, DANIEL L. 8600 EAST DAVIS AVENUE TERRE HAUTE, IN 47805	Licensing Agreement:
RAYMOND, GAIL 133 DIBBLE LANE COLUMBIA, SC 29223	Royalty Agreement: Publishing Agreement, Lessons for Inclusive Language Activities in the Classroom (LILAC)
REHAB CHOICE INCORPORATED 21 POINT WEST BOULEVARD ST. CHARLES, MO 63301	Royalty Agreement: Publishing Agreement, Dysphagia Program
REICHERZER, KATHLEEN 915 LINDA LOU SAN ANTONIO, TX 78223	Royalty Agreement: License Agreement
REID, ROBERT G. 632 EVERGREEN STREET EMMAUS, PA 18049	Royalty Agreement: License Agreement

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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
REIMER, PAM 150 ELYSIAN DR MOORESVILLE, NC 28117	Royalty Agreement:
RESOURCE ASSOCIATES P.O. BOX 6517 FARMINGTON, NM 87499	Sales Contract/Trade Agreement: Retainer Service Agreement
RICHARD CENDALI ENTERPRISES, INC. 5721 ARAPAHOE SUITE 1A BOULDER, CO 80303	Royalty Agreement: Agreement
RICHARDS JR., WILLIAM T. 359 BAY HILL COURT LAWRENCEVILLE, GA 30043	Royalty Agreement:
RICHARDS JR., WILLIAM T. 359 BAY HILL COURT LAWRENCEVILLE, GA 300043	Royalty Agreement:
RICHARDS, BILLY 211 LAKESIDE DR DOTHAN, AL 36301	Royalty Agreement:
RICHARDS, BONNIE 202 ARROW STREET DOUGLAS, WY 82633	Royalty Agreement: License Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
RICHARDS, EILEEN 7485 OLD VINCENNED ROAD FLOYDS KNOBS, TN 47119	Royalty Agreement: License Agreement
RICHARDS, WILLIAM 359 BAY HILL COURT LAWRENCEVILLE, GA 30043	Third Party Professional: Independent Contractor Agreement
RICHARDS, WILLIAM 359 BAY HILL COURT LAWRENCEVILLE, GA 30043	Royalty Agreement:
RICHARDS, WILLIAM 359 BAY HILL COURT LAWRENCEVILLE, GA 30043	Licensing Agreement:
RILEY, ANNE 5211 BOYCE SPRINGS HOUSTON, TX 77066	Royalty Agreement:
RIVERA, CAROL 720 AVENIDA AMIGO SAN MARCOS, CA 92069	Licensing Agreement:
ROSENTHAL, SUSAN 1031 BERKLEY STREET SANTA MONICA, CA 90403	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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RUSSELL, LAURA 6408 68TH DR E PALMETTO, FL 34221	Licensing Agreement:
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Cue Cubez
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Cue Cubez
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Edu Mat Systems
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Link-N-Moves
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Magic Moves
SALLY LOO 15 DUTCH CREEK DRIVE LITTLETON, CO 80123	Royalty Agreement: Octaweb

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SAN DIEGO STATE UNIVERSITY FOUNDATION 5250 CAMPANILE DRIVE SAN DIEGO, CA 92182-1998	Trademark or IP Agreement: Warranty Bill of Sale and Transition Services Agreement
SAN DIEGO STATE UNIVERSITY FOUNDATION 5250 CAMPANILE DRIVE SAN DIEGO, CA 92182-1998	Trademark or IP Agreement: Exclusive Copyright License Agreement
SAN DIEGO STATE UNIVERSITY FOUNDATION 5250 CAMPANILE DRIVE SAN DIEGO, CA 92182-1998	Licensing Agreement: Copyright License Agreement
SANTA PIETRO, MARY JO 25 HIGH STREET METUCHEN, NJ 08840	Royalty Agreement: Publishing Agreement
SANTA PIETRO, MARY JO 25 HIGH STREET METUCHEN, NJ 08840	Royalty Agreement: Publishing Agreement
SANTA PIETRO, MARY JO 25 HIGH STREET METUCHEN, NJ 08840	Royalty Agreement: Publishing Agreement
SANTA PIETRO, MARY JO 7-11 GREEN STREET #5-B METUCHEN, NJ 08840	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SANTOS, SANDRA 3402 MOREHEAD EL PASO, TX 79930	Royalty Agreement: Octavious Octopus
SARRATT, DALE 1031 CUTLER HARBOUR PASADENA, MD 21122-6526	Royalty Agreement: 2-Court
SARRATT, DALE 1031 CUTLER HARBOUR PASADENA, MD 21122-6526	Royalty Agreement: 2-Court
SARRATT, DALE 1031 CUTLER HARBOUR PASADENA, MD 21122-6526	Royalty Agreement: StrikerPins
SATCHWELL, LARRY 1056 OLD LOGANVILLE RD. LOGANVILLE, GA 30052	Royalty Agreement: Adjustable Striking Skills Trainer, Floaters, Giant Ball Return Target, Wall Stops
SAVAGE, BRENDA 1616 SHROYER RD DAYTON, OH 45419	Royalty Agreement: Floor Sitter, Standing Frame
SCHUKART, GREG 14765 SW DAVIS ROAD BEAVERTON, OR 97007	Royalty Agreement: DropHoop

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SCHUKART, GREG 14765 SW DAVIS ROAD BEAVERTON, OR 97007	Royalty Agreement: Adjust-A-Height Tamborine
SCHUKART, GREG 14765 SW DAVIS ROAD BEAVERTON, OR 97007	Royalty Agreement: Gym floor Hockey and PinDisk
SCHUKART, GREG 14765 SW DAVIS ROAD BEAVERTON, OR 97007	Royalty Agreement: Target Teacher, Wacky Wheel, Para Dome System, Equipment Organizer, Whiffle Pitcher, Jungle Crossing, Big Reach, Push-N-Ride
SCHURR, LANE F. 410 N. WALNUT AVENUE FORESTOR, IL 61030	Royalty Agreement: Kinect-4
SCHURR, LANE F. 510 1ST AVENUE FORESTOR, IL 61030	Royalty Agreement: Kinect-4
SCICCHITANO, JERRY 860 GARROW ROAD NEWPORT NEWS, VA 23608	Royalty Agreement: Kwik Ball
SEABAUGH, STACEY 412 MULBERRY LANE PERRYVILLE, MO 63775	Royalty Agreement: Mouse House

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SEITZ, LAURENCE M. MEDICAL VISIONARY PRODUCTIONS, INC. 810 EAST BROAD STREET WESTFIELD, NJ 07090-2020	Royalty Agreement: SunPower Kiz Pyramid Recordz, SunPower Kidz R Us Pyramid Recordz
SENECAL, DAVE 220 ASHLEY LANE HIRAM, GA 30141	Royalty Agreement: Shark fin attached to Team Belts
SENECAL, DAVE 220 ASHLEY LANE HIRAM, GA 30141	Royalty Agreement: Shark Fin Belt
SHAFER, RICHOLE 3908 NE MID-OAK RD. KANSAS CITY, MO 64116	Royalty Agreement: I-Can-Button!
SHEA, SUSAN 112 POST ROAD N. HAMPTON, NH 03862	Royalty Agreement: Pocketbook of Skills
SHEA, SUSAN 112 POST ROAD N. HAMPTON, NH 03862	Royalty Agreement: SpaceStamp Set
SHORT, KATHRYN 21520-G YORBA LINDA BLVD 495 YORBA LINDA, CA 92887	Royalty Agreement: Right Start to Heart Smart

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SHORT, KATHRYN 21520-G YORBA LINDA BLVD 495 YORBA LINDA, CA 92887	Royalty Agreement: Children Around The World 12' Parachute, Children Around the World 24' Parachute
SMITH , M. SHERRY 9828 SOUTH MINNICK OAK LAWN, IL 60453	Royalty Agreement: Publishing Agreement
SMITH, MARY S. 9828 SOUTH MINNICK OAK LAWN, IL 60453	Royalty Agreement: Publishing Agreement
SPIDERBALL, INC. 210 ORCHARD AVE SOUTH EATONVILLE, WA 98328	royalty agreement:
SPORT FOR ALL CO., LTD #4F WELTH B/D 1621-25 SECHO-DONG SECHO-GU SEOUL, KOREA, REPUBLIC OF	Licensing Agreement:
SPORT FOR ALL CO., LTD 424 APGUJEONG-DONG GANGHAM-GU SEOUL, KOREA, REPUBLIC OF	Licensing Agreement: Renewal of License agreement
SPORTS ED 425 RIVERSDALE ROAD VICTORIA HAWTHORN EAST, 3123 AUSTRALIA	Licensing Agreement: Sixth Amendment to License Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
 Debtor

Case No. 13-10133 (KJC)
 (if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
SPORTS ED (AUSTRALIA) 425 RIVERSDALE RD VICTORIA HAWTHORNE EAST, 3123 AUSTRALIA	Licensing Agreement: Third Amendment to License Agreement
SPORTS ED (AUSTRALIA) 425 RIVERSDALE RD VICTORIA HAWTHORNE EAST, 3123 AUSTRALIA	Licensing Agreement: Second Amendment to License Agreement
SPORTS ED (AUSTRALIA) 425 RIVERSDALE RD VICTORIA HAWTHORNE EAST, 3123 AUSTRALIA	Licensing Agreement: Fourth Amendment to License Agreement
SPORTS ED (AUSTRALIA) 83-85 COCHRANES ROAD MOORABBIN, 3189 AUSTRALIA	Licensing Agreement: Amendment No. 1 to License Agreement and Assignment
ST. PETER, BRENDA - INVENTOR 112 PARTRIDGE LANE WEST SPRINGFIELD, MA 01089	Licensing Agreement:
ST. PETER, BRENDA - INVENTOR 112 PARTRIDGE LANE WEST SPRINGFIELD, MA 01089	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
STATE OF NEW YORK EXECUTIVE DEPARTMENT - OFFICE OF GENERAL SERVICES PROCUREMENT SERVICES GROUP CORNING TOWER BUILDING - 38TH FLOOR EMPIRE STATE PLAZA ALBANY, NY 12242	Customer Agreement: Contract Award Document, New York State Contract, Group 23100 – SCHOOL & ART SUPPLIES, Award # 21710-PF, PC65124
STATE OF NEW YORK EXECUTIVE DEPARTMENT - OFFICE OF GENERAL SERVICES PROCUREMENT SERVICES GROUP CORNING TOWER BUILDING - 38TH FLOOR EMPIRE STATE PLAZA ALBANY, NY 12242	Customer Agreement: Contract Award Notification Update, New York State Contract, Group 23100 – SCHOOL & ART SUPPLIES, Award # 21710-PF, PC65124
STATION PE, INC. 2 PARWOOD DRIVE CORTLAND, NY 13045	Trademark or IP Agreement: Business Asset Purchase Agreement
STATION PE, INC. 2 PARWOOD DRIVE CORTLAND, NY 13045	Trademark or IP Agreement: Certificate of Amendment of The Certificate of Incorporation
STEFANINI, SALLY A. ROUTE 6 BOX 76 TOCCOA, GA 30577	Royalty Agreement: Publishing Agreement
STICKEL, JEANETTE WILLIS 463 TOWNSEND DRIVE APTOS, CA 95003	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,Case No. 13-10133 (KJC)

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(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

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STOCKER, BEATRICE 17 WEST 54TH STREET NEW YORK, NY 10019	Royalty Agreement: Publishing Agreement
STOCKER, BEATRICE 17 WEST 54TH STREET NEW YORK, NY 10019	Royalty Agreement: Publishing Agreement
STOCKER, BEATRICE 17 WEST 54TH STREET NEW YORK, NY 10019	Royalty Agreement: Publishing Agreement
STOPKA, DR. CHRISTINE 2316 NW 42ND PLACE GAINESVILLE, FL 32605	Royalty Agreement:
STORDEUR, KAREN M. - INVENTOR 139 LINDBERGH STREET MASSAPEQUA PARK, NY 11762	Licensing Agreement:
SUMMERS, ALICIA - INVENTOR P.O BOX 736 LANGLEY, WA 98260	Royalty Agreement:
SUNDERBRUCH, ROBERTA 2500 EAST CREST AVENUE BETTENDORF, IA 52722	Royalty Agreement: Publishing Agreement, Phonology Stories

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
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SUNDERBRUCH, ROBERTA 2500 EAST CREST AVENUE BETTENDORF, IA 52722	Royalty Agreement: Publishing Agreement
SUUNTO USA 2030 LINCOLN AVE ODGEN, UT 84403	Vendor Agreement: Distribution Agreement
TABER, MARTHA - INVENTOR 21047 TABERS CORNER CAPAY, CA 95607	Licensing Agreement:
TAYLOR, GIGI & TAYLOR, DOUGLAS DRYER 1060 VEN VILLA ROAD MARIETTA, GA 30062	Royalty Agreement:
TAYLOR, TOM 17833 MASEMORE ROAD PARKTON, MD 21120	Licensing Agreement:
TEAM BELTS, LTD., ATTN: JANET S. BUSH 15 ORCHARD ROAD CASTLETON, NY 12033	Royalty Agreement:
TENOSCHOK, MIKE 731 ELK COVE CT KENNESAW, GA 30152	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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TERRY ELNESS, ELNESS DESIGN STUDIO 1100 9TH AVENUE N SAUK RAPIDS, MN 56379-2400	Purchase Contract / Purchase Order: Work-Made-For-Hire Agreement
TERRY ELNESS, ELNESS DESIGN STUDIO 1100 9TH AVENUE N SAUK RAPIDS, MN 56379-2400	Purchase Contract / Purchase Order: Work-Made-For-Hire Agreement
THOMAS, MR. ROBIN 46 BIRLING AVENUE KENT MAIDSTONE, ME4 4LN UNITED KINGDOM	Licensing Agreement:
THOMPSON, HEIDI 2080 SYLVAN WAY #909 LODI, CA 95242	Licensing Agreement:
TICHY, DR. MICHAEL W. 325 SOUTHWEST TROY ST PORTLAND, OR 97219	Royalty Agreement:
TICHY, DR. MICHAEL W. 325 SOUTHWEST TROY ST PORTLAND, OR 97219	Royalty Agreement:
TICHY, MICHAEL W. 325 SOUTHWEST TROY ST PORTLAND, OR 97219	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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TICHY, MIKE 325 SOUTHWEST TROY ST PORTLAND, OR 97219	Royalty Agreement:
TIME TIMER, LLC 7707 CAMARGO ROAD CINCINNATI, OH 45243	Licensing Agreement:
TIPTON, JAN S. 503 6TH ST N JACKSONVILLE BEACH, FL 32250-5617	Royalty Agreement:
TOLZDA, TIM 1122 SENECA DRIVE MARIETTA, OH 45750	Royalty Agreement:
TONTILLO, MIKE 3863 BETTY JEAN COURT LILBUM, GA 30047	Licensing Agreement:
TOYMEN P.O. BOX 404 FAIRVIEW, OK 73737	Royalty Agreement:
TRAUB, SANDY 1240 WINDING BRANCH LILBUM, GA 30047	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
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SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

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TRAUB, SANDY 1240 WINDING BRANCH DUNWOODY, GA 30338	Royalty Agreement:
TRAUB, SANDY 1240 WINDING BRANCH DUNWOODY, GA 30338	Royalty Agreement:
TRAUB, SANDY 1240 WINDING BRANCH DUNWOODY, GA 30338	Royalty Agreement:
TRAUB, SANDY 1240 WINDING BRANCH DUNWOODY, GA 30338	Royalty Agreement:
TRAUB, SANDY 1240 WINDING BRANCH DUNWOODY, GA 30338	Royalty Agreement:
TRAUB, SANDY 1240 WINDING BRANCH DUNWOODY, GA 30338	Royalty Agreement:
TRUESDELL, ALEX 175 NORTH BEACON STREET WATERTOWN, MA 02172	Royalty Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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TRUESDELL, ALEX 175 NORTH BEACON STREET WATERTOWN, MA 02172	Royalty Agreement:
TURNER, LOWELL F. 1333 HARBOR AVENUE SW #102 SEATTLE, WA 98116	Licensing Agreement:
UNITED EDUCATIONA SERVICES INC P.O. BOX 1099 BUFFALO, NY 14224-8099	Royalty Agreement: Publishing Rights, The Primary Language Screen (TPLS); The Rating Scale of Communication in Cognitive Decline, Reducing Stuttering
UNITED EDUCATIONAL SERVICES, INC. P.O BOX 1099 BUFFALO, NY 14224-8099	Royalty Agreement:
UNITED EDUCATIONAL SERVICES, INC. P.O. BOX 605 EAST AURORA, NY 14052	Royalty Agreement: Exclusive License Agreement
UNITED EDUCATIONAL SERVICES, INC. P.O. BOX 605 EAST AURORA, NY 14052	Royalty Agreement: Publishing Agreement
UNITED EDUCATIONAL SERVICES, INC. P.O. BOX 605 EAST AURORA, NY 14052	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
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(Continuation Sheet)

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UNITED HANSEL INC 444 CAMINO DEL RIO #101 SAN DIEGO, CA 92108	Lease: Building and Land: Amendment to Lease dated October 28, 2002
VAZQUEZ, NIKOL 9906 FERNDAL AVENUE COLUMBIA, MD 20146	Licensing Agreement:
VICTORIA BLASKOWSKI-OLSON 1016 DANIEL DRIVE CHILTON, WI 53014	Licensing Agreement:
WAGNER, KATHLEEN L. 210 S SWEETGUM COURT ANDOVER, KS 67002	Licensing Agreement:
WALKER, PAM 7902 OLD DOMINION ROAD SCHUYLER, VA 22969	Royalty Agreement: License Agreement
WALKER, PATTY 133 LINDER LANE BARRINGTON, IL 60010	Licensing Agreement:
WALTER, DEB 3 ORTON LANE BELLA VISTA, AZ 72714	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
WATTERS, MICHAEL S. 1447 HOLLY STREET WEST LINN, OR 97068	Licensing Agreement:
WAUGH, MICHELLE 8 WALNUT STREET SHARON, MA 02067	Royalty Agreement: Publishing Agreement
WEBB, JANE C. 1333 WINDSOR SPRING COURT KIRKWOOD, MO 63122	Royalty Agreement: Publishing Agreement
WEBB, JANE C. 1333 WINDSOR SPRING COURT KIRKWOOD, MO 63122	Royalty Agreement: Publishing Agreement
WEBB, JANE C. 1333 WINDSOR SPRING COURT KIRKWOOD, MO 63122	Royalty Agreement: Publishing Agreement
WEBB, JANE C. 1333 WINDSOR SPRING COURT KIRKWOOD, MO 63122	Royalty Agreement: Publishing Agreement
WEBER, JOHN C. 31091 BIA SAN VICENTE SAN JUAN CAPISTRANO, MO 92675	Royalty Agreement: Publishing Agreement

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
DebtorCase No. 13-10133 (KJC)
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
(Continuation Sheet)

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WEILLER ABELS, KAREN 1212 WILTSHIRE DRIVE CARROLLTON, TX 75007	Licensing Agreement:
WELLS FARGO CAPITAL FINANCE, LLC 111 S. WACKER DRIVE SUITE 3000 CHICAGO, IL 60606	Finance Agreement: Patent Security Agreement
WELLS FARGO CAPITAL FINANCE, LLC 150 SOUTH WACKER DR SUITE 2200 CHICAGO, IL 60603	Finance Agreement: Copyright Security Agreement
WESSEL, ALLAN 3110 CLOVE DRIVE MADISON, WI 53704	Licensing Agreement:
WHEATLEY-ALEXANDER, KIMBERLY L. P.O. BOX 14513 250 KENWOOD HILL ROAD LOUISVILLE, KY 40214	Licensing Agreement:
WHISONANT, BRENDA L. 29 ROUND HILL DRIVE RADFORD, VA 24141-3611	Royalty Agreement: Publishing Agreement
WILSON, CHRISTINA 1611 KIRKGATE LANE MIDLOTHIAN, VA 23114	Licensing Agreement:

B6G (Official Form 6G) (12/07) – Cont.

In re Sportime, LLC,
Debtor

Case No. 13-10133 (KJC)
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES
(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
WINN, KRISTA 3131 REGENT STREET PORT ANGELES, WA 98362	Royalty Agreement:
WORRELL, VICKI 6913 KENTFORD CIRCLE WICHITA, KS 67226	Royalty Agreement:
YORK, GEORGE M. 142 PEARL STREET PORTLAND, ME 04101-3041	Royalty Agreement:
ZAVACKY, FRAN 2132 TARLETON DRIVE CHARLOTTESVILLE, VA 22901	Royalty Agreement:
ZAVACKY, FRANCESCA 2132 TARLETON DRIVE CHARLOTTESVILLE, VA 22901	Royalty Agreement:
ZEIGLER, MICHELE 134 HIGHWOOD AVENUE LEONIA, NJ 07605	Royalty Agreement:

B6H (Official Form 6H) (12/07)

In re Sportime, LLC,
 Debtor

Case No. 13-10133 (KJC)
 (if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
See Attached Rider	

In re: Sportime, LLC

Case No. 13-10133 (KJC)

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
BIRD-IN-HAND WOODWORKS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
BIRD-IN-HAND WOODWORKS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITON ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
CALIFONE INTERNATIONAL, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
CALIFONE INTERNATIONAL, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITON ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
CHILDCRAFT EDUCATION CORP. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
CHILDCRAFT EDUCATION CORP. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITON ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
CLASSROOMDIRECT.COM, LLC ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
CLASSROOMDIRECT.COM, LLC ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITON ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES

In re: Sportime, LLC

Case No. 13-10133 (KJC)

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
DELTA EDUCATION, LLC ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
DELTA EDUCATION, LLC ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
FREY SCIENTIFIC, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
FREY SCIENTIFIC, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
PREMIER AGENDAS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
PREMIER AGENDAS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
SAX ARTS & CRAFTS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
SAX ARTS & CRAFTS, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES

In re: Sportime, LLC

Case No. 13-10133 (KJC)

Schedule H - Co-Debtor Rider

Name and Address of Co-Debtor	Name and Address of Creditor
SCHOOL SPECIALTY, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
SCHOOL SPECIALTY, INC. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITON ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES
SELECT AGENDAS, CORP. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	BAYSIDE CAPITAL AS ADMINISTRATIVE AGENT FOR THE PRE-PETITION TERM LOAN ATTN: JACKSON CRAIG 600 FIFTH AVENUE, 24TH FLOOR NEW YORK, NY 10020 UNITED STATES
SELECT AGENDAS, CORP. ATTN: KEVIN BAEHLER W6316 DESIGN DR. GREENVILLE, WI 54942 UNITED STATES	WELLS FARGO CAPITAL FINANCE AS ADMINISTRATIVE AGENT FOR THE PRE-PETITON ABL ATTN: STEVE LINDERMAN MAC N2814-220 150 SOUTH WACKER DRIVE, SUITE 2200 CHICAGO, IL 60606-4204 UNITED STATES

In re : Sportime, LLC

Case No. 13-10133 (KJC)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date _____

Signature: _____
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,
of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X _____
Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the Vice President & Treasurer [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the Corporation [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date 2/26/2013

Signature : _____

David N. Vander Ploeg - Vice President & Treasurer
[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.