Claim #1162 Date Filed: 3/26/2013

The Debtor has listed your claim on Schedule F as a General Unsecured claim in the amount of $928.80. If you agree with this characterization and amount, you do not need to complete and return this form. If you disagree, please complete and return this form accordingly.

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

DEADLINE FOR FILING CLAIMS: 5:00 P.M. (PACIFIC TIME), APRIL 1, 2013

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

PROOF OF CLAIM

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- [X] School Specialty, Inc. (Case No. 13-10125)
- [ ] Delta Education, LLC (Case No. 13-10124)
- [ ] Bird-in-Hand Woodworks, Inc. (Case No. 13-10126)
- [ ] Califone International, Inc. (Case No. 13-10127)
- [ ] Childcraft Education Corp, Inc. (Case No. 13-10128)
- [ ] Classroomdirect.com, LLC (Case No. 13-10129)
- [ ] Frey Scientific, Inc. (Case No. 13-10130)
- [ ] Premier Agendas, Inc. (Case No. 13-10131)
- [ ] Sax Arts & Crafts, Inc. (Case No. 13-10132)
- [ ] Sportime, LLC (Case No. 13-10133)

NOTE: *This form should not be used to make a claim for an administrative expense* ***(other than a claim asserted under 11 U.S.C. § 503(b)(9))*** *arising after the commencement of the case. A "request" for payment of an administrative expense* ***(other than a claim asserted under 11 U.S.C. § 503(b)(9))*** *may be filed pursuant to 11 U.S.C § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):

ALYN

Name and address where notices should be sent: NameID: 11326026

ALYN
725 21 DALE AVE
TORONTO, ON M4W 1K3
CANADA

Telephone number: 416.699.9711 email: alyn.1@holymolystrap.com

Name and address where payment should be sent (if different from above):

Telephone number: email:

- [ ] Check this box if this claim amends a previously filed claim.

Court Claim Number: _____ (*If known*)

Filed on: _____

- [ ] Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 1,627.20

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

- [ ] Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: goods sold
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	**3a. Debtor may have scheduled account as:**	**3b. Uniform Claim Identifier (optional):**
____	(See instruction #3a)	(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: [ ] Real Estate [ ] Motor Vehicle [ ] Other

Describe:

Value of Property: $_____ **Annual Interest Rate** _____% [ ] Fixed [ ] Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $_____ **Basis for perfection:** _____

Amount of Secured Claim: $_____ **Amount Unsecured:** $_____

6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____ (See instruction #6)

7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)

8. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, itemized statements of running accounts, contracts, judgments, mortgages, and secur completed, and **redacted** copies of documents providing evidence of perfection of a s *definition of "redacted".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE

If the documents are not available, please explain:

- [X] Date Stamped Copy Returned
- [ ] No self addressed stamped envelope
- [ ] No copy to return

9. Signature: (See instruction #9)

Check the appropriate box.

- [X] I am the creditor.
- [ ] I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)
- [ ] I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- [ ] I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Monica Sorbie

Title: Pres.

Company: ALYN (Signature) (Date)

Address and telephone number (if different from notice address above):

Telephone number: 416.699.9711 Email: alyn.1@holymolystrap.com

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

- [ ] Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
- [ ] Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).
- [ ] Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
- [ ] Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).
- [ ] Taxes or penalties owed to governmental units – 11U.S.C. §507 (a)(8).
- [ ] Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

* *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

COURT USE ONLY

RECEIVED
MAR 26 2013
KURTZMAN CARSON CONSULTANTS

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

1310125130227154724000187

Please note I could not supply postage for the return envelope since we are based in Canada.

Thank You, Neil Sinclair

ALYN "Creators of the Holy Moly™ strap"

725–21 Dale Avenue
Toronto, ON
M4W 1K3

Phone: 416-699-9711
Fax: 416-699-5778
Email: alyn.1@holymolystrap.com

INVOICE

Invoice #:56068
Invoice Date:09/24/12
Customer ID: School Specialty

Bill To:

School Specialty Inc.
W6316 Design Drive
Greenville, WI
54942

Ship To:

School Specialty– Mansfield
100 Paragon Parkway
Mansfield, OH
44903

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
09/24/12	2398601	56068	NS	Toronto		NET 30 Days	859112542

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
	HMS-R		Holy Moly Strap – red			$4.85	
	HMS-Y		Holy Moly Strap - yellow			$4.85	
	HMF-R		Holy Moly Flag – red			$0.80	
144	HMF-Y		Holy Moly Flag - yellow			$0.80	$115.20

Subtotal	$115.20
Shipping	N/A
Balance Due	$115.20

COPY

REMITTANCE: Payable to – ALYN
Customer ID: School Specialty
Date: September 24, 2012
Amount Due: $115.20
Amount Enclosed:

" If it ain't no fun, they ain't gonna run! " ™

School Specialty Inc
W6316 Design Drive
Greenville WI 54942

School Specialty. The power of teaching. The wonders of learning.

PO Number	Rev #	DC	Date	Page #
2398601	0	075	30-AUG-12	1 of 1

THE ABOVE PURCHASE ORDER AND REVISION # MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, SHIPPING PAPERS AND CORRESPONDENCE.

Ship To: SCHOOL SPECIALTY INC
100 PARAGON PARKWAY
MANSFIELD OH 44903
United States

Supplier: ALYN
725 21 DALE AVE
TORONTO ONTARIO M4W 1K3
Canada

Consignee:
SCHOOL SPECIALTY, INC. HEADQUARTERS
W6316 DESIGN DRIVE
GREENVILLE WI 54942
US

Buyer: MARY GLOWACKI	Incoterms:	Acct Number:
Phone: (920) 243-5374	Freight Terms: FOB	
Fax: (920) 993-4370	Via: Ship via ocean unless specified in body of purchase order	
Email: MARY.GLOWACKI@SCHOOLSPECIALTY.COM		

Quantity	Our Item / Your Item	UOM / Item Description	US Harm Code	Delivery Requested By	Unit Price	Extended	Line No
144	007306 HMF-Y ST#126743	EACH FLAG FOOTBALL HOLY MOLY FLAG YELLOW	9506.99.2000	27-SEP-12	$0.8000	$115.20	1

ATTENTION: Please note the "DELIVERY REQUESTED BY" date is the date SSI expects the product delivered to their USA warehouse. aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa Provide CPSIA and ISF documentation for each item. Purchase Order will not be allowed to ship without valid GCC. GCC should include pass testing for Lead-in-paints, Lead-in-substrate, Phthalates (toys), ASTM F963 (toys) and a photo of tracking label, review test requirements with your lab as testing other than what is listed here may be required. Aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

COPY

Routing Instructions:
Please refer to the UPS International contact list previously supplied to arrange all shipments.
If you have not received the UPS contact list, please e-mail your SSI Buyer to request a copy.

Total: $ 115.20 USD

Terms and Conditions:

- Freight Forwarding Instructions must be obtained from UPS. Booking requests must be made with local UPS origin 14 days prior to ex-factory date and 21 days prior to ex-factory date during the months of April - July timeframe.
- PO Acknowledgement must be made to local UPS origin contact with agreement on item number, description, quantity, price and requested port date within 3 business days of receipt of PO.
- In accepting and fulfilling this order, the supplier agrees to and certifies that all items on this PO are in compliance with all applicable US regulations and standards including, but not limited to: product safety regulations, 10+2 (ISF), high security bolt seals (ISO/PAS 17712 rule), Lacey Act Declaration, and CPSIA General Conformity Certificates with supporting test reports where required.
- Meeting the delivery date and quantities is crucial. SSI reserves the right to reject goods and to cancel all or any portion of order in the event of failure to deliver in accordance with SSI's purchase order requirements. SSI reserves the right to impose a fine for any non-compliance of these purchase order terms.
- SSI reserves the right to inspect goods during production or before final shipment to ensure products conform to prescribed specifications and high quality standards. If defects are found, SSI retains the right to cancel any portion remaining and return any portion of goods that are defective and the supplier will be responsible for all transportation costs associated with returns.

- Refer to https://www.quickbase.com/db/bgmideses for import PO procedures and documents.

ALYN "Creators of the Holy Moly™ strap"

725–21 Dale Avenue
Toronto, ON
M4W 1K3

Phone: 416-699-9711
Fax: 416-699-5778
Email: alyn.1@holymolystrap.com

INVOICE

Invoice #:56085
Invoice Date:11/05/12
Customer ID: School Specialty

Bill To:

School Specialty Inc.
W6316 Design Drive
Greenville, WI
54942

Ship To:

School Specialty– Mansfield
100 Paragon Parkway
Mansfield, OH
44903

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11/05/12	2480800	56085	NS	Toronto		NET 30 Days	859112542

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
	HMS-R		Holy Moly Strap – red			$4.85	
144	HMS-Y		Holy Moly Strap - yellow			$4.85	$698.40
144	HMF-R		Holy Moly Flag – red			$0.80	$115.20
	HMF-Y		Holy Moly Flag - yellow			$0.80	

Subtotal	$813.60
Shipping	N/A
Balance Due	$813.60

COPY

REMITTANCE: Payable to – ALYN
Customer ID: School Specialty
Date: November 5, 2012
Amount Due: $813.60
Amount Enclosed:

" If it ain't no fun, they ain't gonna run! " ™

School Specialty Inc
W6316 Design Drive
Greenville WI 54942

School Specialty
The power of teaching. The wonders of learning.

PO Number	Rev #	DC	Date	Page #
2480800	0	075	05-NOV-12	1 of 1

THE ABOVE PURCHASE ORDER AND REVISION # MUST APPEAR ON ALL INVOICES, PACKAGES, PACKING SLIPS, SHIPPING PAPERS AND CORRESPONDENCE.

Ship To: SCHOOL SPECIALTY INC
100 PARAGON PARKWAY
MANSFIELD OH 44903
United States

Consignee:
SCHOOL SPECIALTY, INC. HEADQUARTERS
W6316 DESIGN DRIVE
GREENVILLE WI 54942
US

Supplier: ALYN
725 21 DALE AVE
TORONTO ONTARIO M4W 1K3
Canada

Buyer: MARY GLOWACKI	Incoterms:	Acct Number:
Phone: (920) 243-5374	Freight Terms: FOB	
Fax: (920) 993-4370	Via: Ship via ocean unless specified in body of purchase order	
Email: MARY.GLOWACKI@SCHOOLSPECIALTY.COM		

ATTENTION: Please note the "DELIVERY REQUESTED BY" date is the date SSI expects the product delivered to their USA warehouse. aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa Provide CPSIA and ISF documentation for each item. Purchase Order will not be allowed to ship without valid GCC. GCC should include pass testing for Lead-in-paints, Lead-in-substrate, Phthalates (toys), ASTM F963 (toys) and a photo of tracking label, review test requirements with your lab as testing other than what is listed here may be required. Aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

Quantity	Our Item / Your Item	UOM / Item Description	US Harm Code	Delivery Requested By	Unit Price	Extended	Line No
144	007309 HMS-Y ST#126745	EACH STRAP FOOTBALL HOLY MOLY STRAP YELLOW		27-NOV-12	$4.8500	$698.40	1
144	007304 HMF-R ST#126742	EACH FLAG FOOTBALL HOLY MOLY FLAG RED	9506.99.2000	27-NOV-12	$0.8000	$115.20	2

COPY

Routing Instructions:
Please refer to the UPS International contact list previously supplied to arrange all shipments.
If you have not received the UPS contact list, please e-mail your SSI Buyer to request a copy.

Total: $ 813.60 USD

Terms and Conditions:

- Freight Forwarding Instructions must be obtained from UPS. Booking requests must be made with local UPS origin 14 days prior to ex-factory date and 21 days prior to ex-factory date during the months of April - July timeframe.
- PO Acknowledgement must be made to local UPS origin contact with agreement on item number, description, quantity, price and requested port date within 3 business days of receipt of PO.
- In accepting and fulfilling this order, the supplier agrees to and certifies that all items on this PO are in compliance with all applicable US regulations and standards including, but not limited to: product safety regulations, 10+2 (ISF), high security bolt seals (ISO/PAS 17712 rule), Lacey Act Declaration, and CPSIA General Conformity Certificates with supporting test reports where required.
- Meeting the delivery date and quantities is crucial. SSI reserves the right to reject goods and to cancel all or any portion of order in the event of failure to deliver in accordance with SSI's purchase order requirements. SSI reserves the right to impose a fine for any non-compliance of these purchase order terms.
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ALYN "Creators of the Holy Moly™ strap"

725–21 Dale Avenue
Toronto, ON
M4W 1K3

Phone: 416-699-9711
Fax: 416-699-5778
Email: alyn.1@holymolystrap.com

INVOICE

Invoice #:56088
Invoice Date:11/13/12
Customer ID: School Specialty

Bill To:

School Specialty Inc.
W6316 Design Drive
Greenville, WI
54942

Ship To:

School Specialty– Mansfield
100 Paragon Parkway
Mansfield, OH
44903

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID
11/13/12	2486788	56088	NS	Toronto		NET 30 Days	859112542

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
144	HMS-R		Holy Moly Strap – red			$4.85	$698.40
	HMS-Y		Holy Moly Strap - yellow			$4.85	
	HMF-R		Holy Moly Flag – red			$0.80	
	HMF-Y		Holy Moly Flag - yellow			$0.80	

Subtotal	$698.40
Shipping	N/A
Balance Due	$698.40

COPY

REMITTANCE: Payable to – ALYN
Customer ID: School Specialty
Date: November 13, 2012
Amount Due: $698.40
Amount Enclosed:

" If it ain't no fun, they ain't gonna run! " ™

PO Number	Rev #	DC	Date	Page #
2486788	0	075	12-NOV-12	1 of 1

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School Specialty

The power of teaching. The wonders of learning.

School Specialty Inc
W6316 Design Drive
Greenville WI 54942

Ship To: SCHOOL SPECIALTY INC
100 PARAGON PARKWAY
MANSFIELD OH 44903
United States

Supplier: ALYN
725 21 DALE AVE
TORONTO ONTARIO M4W 1K3
Canada

Consignee:
SCHOOL SPECIALTY, INC. HEADQUARTERS
W6316 DESIGN DRIVE
GREENVILLE WI 54942
US

Buyer: MARY GLOWACKI	Incoterms:	Acct Number:
Phone: (920) 243-5374	Freight Terms: FOB	
Fax: (920) 993-4370	Via: Ship via ocean unless specified in body of purchase order	
Email: MARY.GLOWACKI@SCHOOLSPECIALTY.COM		

Quantity	Our Item / Your Item	UOM / Item Description	US Harm Code	Delivery Requested By	Unit Price	Extended	Line No
144	007307 HMS-R ST#126744	EACH STRAP FOOTBALL HOLY MOLY STRAP RED		07-DEC-12	$4.8500	$698.40	1

ATTENTION: Please note the "DELIVERY REQUESTED BY" date is the date SSI expects the product delivered to their USA warehouse. aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
Provide CPSIA and ISF documentation for each item. Purchase Order will not be allowed to ship without valid GCC. GCC should include pass testing for Lead-in-paints, Lead-in-substrate, Phthalates (toys), ASTM F963 (toys) and a photo of tracking label, review test requirements with your lab as testing other than what is listed here may be required.
Aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

COPY

Routing Instructions:
Please refer to the UPS International contact list previously supplied to arrange all shipments.
If you have not received the UPS contact list, please e-mail your SSI Buyer to request a copy.

Total: $ 698.40 USD

Terms and Conditions:

- Freight Forwarding Instructions must be obtained from UPS. Booking requests must be made with local UPS origin 14 days prior to ex-factory date and 21 days prior to ex-factory date during the months of April - July timeframe.
- PO Acknowledgement must be made to local UPS origin contact with agreement on item number, description, quantity, price and requested port date within 3 business days of receipt of PO.
- In accepting and fulfilling this order, the supplier agrees to and certifies that all items on this PO are in compliance with all applicable US regulations and standards including, but not limited to: product safety regulations, 10+2 (ISF), high security bolt seals (ISO/PAS 17712 rule), Lacey Act Declaration, and CPSIA General Conformity Certificates with supporting test reports where required.
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- Refer to https://www.quickbase.com/db/bgmideses for import PO procedures and documents.