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

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE | **PROOF OF CLAIM**

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

- ☐ 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):
AMERICAN ALLIANCE FOR HEALTH, PHYSICAL EDUCATION, RECREATION & DANCE

Name and address where notices should be sent:
AAHPERD
1900 ASSOCIATION DR.
RESTON, VA 20191-1598

Telephone number: 703-476-3447 email: MLANIGAN@AAHPERD.ORG

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: $ 12,833.34
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: SPONSORSHIP OF EVENTS
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: 1851

3a. Debtor may have scheduled account as: _____
(See instruction #3a)

3b. Uniform Claim Identifier (optional): _____
(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ 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, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction 8, and the definition of "redacted".)*
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

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*

9. Signature: (See instruction #9)
Check the appropriate box.

- ☒ 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: LAURA L. MYERS
Title: VP, BUSINESS & FINANCE
Company: AAHPERD
Address and telephone number (if different from notice address above):

Laura L Myers 2/20/2013
(Signature) (Date)

Telephone number: 703-476-3408 Email: LMYERS@AAHPERD.ORG

COURT USE ONLY

RECEIVED
FEB 25 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

1310133130225000000000001

American Alliance for Health, Physical Ed, Recreation, Dance
1900 Association Drive
Reston, VA 20191

Invoice No. 17613

INVOICE

Sold To:
School Specialty, Inc
Attn: Tammy LB Smith
P.O. Box 1579
Appleton, WI 54912-1579

Ship To:
School Specialty, Inc
Attn: Tammy LB Smith
P.O. Box 1579
Appleton, WI 54912-1579

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date	Order Type
2221851		12/07/2012	39110	Net 30	12/07/2012	

Qty Ordered	Qty Shipped	Back-Ordered	Item Code Description	Unit Price	Extended Price
1	1		SP-SPORTIME Sponsorship of AAHPERD events by Sportime - 12/2012	6,416.67	6,416.67

Line Item Total	Freight	Handling	Restocking/ Cancellation Fee	Tax	Subtotal	Amount Received	Amount Due
6,416.67					6,416.67		6,416.67

American Alliance for Health, Physical Ed, Recreation, Dance
1900 Association Drive
Reston, VA 20191

Invoice No. 17677

INVOICE

Sold To:
School Specialty, Inc
Attn: Tammy LB Smith
P.O. Box 1579
Appleton, WI 54912-1579

Ship To:
School Specialty, Inc
Attn: Tammy LB Smith
P.O. Box 1579
Appleton, WI 54912-1579

Account No.	Purchase Order No.	Order Date	Order Number	Terms	Invoice Date	Order Type
2221851		01/03/2013	39247	Net 30	01/03/2013	

Qty Ordered	Qty Shipped	Back-Ordered	Item Code Description	Unit Price	Extended Price
1	1		SP-SPORTIME Sponsorship of AAHPERD events by Sportime-Jan 2013	6,416.67	6,416.67

Line Item Total	Freight	Handling	Restocking/ Cancellation Fee	Tax	Subtotal	Amount Received	Amount Due
6,416.67					6,416.67		6,416.67

ADDENDUM TO AGREEMENT

AGREEMENT BETWEEN NATIONAL ASSOCIATIONS of the AMERICAN ALLIANCE FOR HEALTH, PHYSICAL EDUCATION, RECREATION, AND DANCE AND SPORTIME INC.

For

Physical Education Teacher of the Year

Adapted Physical Educator of the Year

And the Dance Educator of the Year

Programs

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes.

The term of the Agreement is effective as of February 2, 2011 or date Agreement and Addendum are fully executed by both parties ("Effective Date") and shall terminate on the same date of the Agreement.

TERMS:

AAHPERD will acknowledge SPORTIME as a sponsor of the three programs per the Agreement. AAHPERD has the right to prospect and partner with other, non-competing companies mutually agreed upon by both AAHPERD and SPORTIME.

By signing I am agreeing, on behalf of the respective companies, to the complete terms of this addendum. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective companies to execute this addendum and to legally bind their respective companies as set forth in this addendum.

Such persons are:

SPORTIME, Inc.		AAHPERD	
Tom Jones	Print	E. PAUL ROETERT	Print
	Signature		Signature
Vice Pres. Dev. & Marketing	Title	Paul Roetert, CEO, AAHPERD	
2-8-2011	Date	2/8/11	Date

AGREEMENT BETWEEN NATIONAL ASSOCIATIONS of the AMERICAN ALLIANCE FOR HEALTH, PHYSICAL EDUCATION, RECREATION, AND DANCE AND SPORTIME INC.

For

Physical Education Teacher of the Year
Adapted Physical Educator of the Year
And the Dance Educator of the Year
Programs

This agreement includes three recognition programs including one each for the National Association for Sport and Physical Education (NASPE), American Association for Physical Activity and Recreation (AAPAR) and the National Dance Association (NDA) respectively. These associations of the American Alliance for Health, Physical Education, Recreation, and Dance (AAHPERD) provide the recognition awards for PK-12 teachers at the District and National levels. These awards include elementary, middle/junior high and high school teachers of physical education, adapted physical education teachers and dance educators and are administered through NASPE, AAPAR, and NDA respectively and separately. SPORTIME will be a sponsor for these three programs for the 3 year period of January 1, 2011 to December 31, 2013. In May of each year of the agreement, the respective AAHPERD associations and SPORTIME may choose to review the terms outlined below and mutually agreed changes may be made to the specifics of the agreement for the next year. Programmatic changes may be made to each program without changing the others. In June of the final year, SPORTIME will have the first opportunity to meet the terms for renewal of the agreement.

As a sponsor of the TOY program SPORTIME will receive:

1) Acknowledgment of SPORTIME in all promotional materials about the awards through each of the presenting associations. This includes direct mail, email, social media and web recognition relating to the TOY program.
    a. Social Media – minimum of 12 posts per year by AAHPERD on Facebook and Twitter.
    b. Email – minimum of 4 emails per year to NASPE, AAPAR and NDA members.
    c. Web – Logo recognition on a minimum of 10 pages per year on the selected pages:
        i. AAHPERD Awards
        ii. NASPE Awards

iii. NASPE/Awards/PE Awards
iv. NASPE/Awards/PE Awards/TOY
v. NASPE/Awards/PE Awards/TOY selection process
vi. NASPE/Awards/PE Awards/TOY/criteria
vii. NASPE/Awards/PE Awards/TOY/application materials
viii. AAPAR/Career/Awards
ix. AAPAR/People/Councils/APAC Council Awards
x. NDA/Prof Development/DEOY Awards

2) Acknowledgement of SPORTIME as a sponsor of the TOY program at the AAHPERD National Convention & Expo on all TOY related marketing materials.

3) Appropriate recognition of SPORTIME's relationship with the program in press releases and all media contacts.

4) SPORTIME representation on awards.

5) Advertising each year; details under Budget Section of Agreement

SPORTIME will provide camera-ready copy according to published deadlines for all ad options.

6) Consulting/advice from NASPE, AAPAR, and NDA as appropriate about products and programs relevant to physical education, adapted physical education and dance education respectively.

7) SPORTIME participation (at SPORTIME's expense) in the annual TOY orientation program. The NASPE, AAPAR and NDA staff will coordinate the program with some common elements and some association specific components to orient all recipients to the respective associations, SPORTIME, and AAHPERD.

8) SPORTIME identification with relevant national association logos on clothing for presentations and official representation of the respective programs.

9) SPORTIME signage and speaking role(s) at mutually agreed TOY functions held in conjunction with National AAHPERD Convention.

10) SPORTIME acknowledgment at NASPE's Hall of Fame Award Ceremony with four complimentary tickets, NDA's Heritage Ceremony with two complimentary tickets, and AAPAR's APAC Ceremony with two complimentary tickets.

11) SPORTIME notification and acknowledgement at any events that specifically recognize these recipients.

12) Access to contact information for all District and National award recipients.

13) Through consultation with respective association staff, consent of recipients, and coverage of direct costs for related expenses SPORTIME may plan and facilitate workshop presentations by recipients.

14) SPORTIME with approval of respective association may use teacher testimonials regarding quality instruction and use of equipment.

SPORTIME Support of the program will include:

1) Provision of annual grants to AAHPERD for support of respective program implementation of TOY, DEOY, and APTOY. These funds will be apportioned to the three programs based on AAHPERD agreement with the sponsoring associations.

2) Identification of the relevant National Association (NASPE, AAPAR, NDA) in all references to the recognition programs.

3) Inclusion of the relevant national association logos in conjunction with all SPORTIME promotion of recipients.

4) Consultation, planning, and scheduling with a staff representative of the respective associations regarding all activities and programs where SPORTIME expects current recipients to represent AAHPERD's National Associations and SPORTIME.

5) Reimbursement of recipients individually for services rendered and expenses incurred when engaged in service requested by SPORTIME other than as provided in this agreement or the contractual agreement with the recipients.

6) Consultation with respective association staff regarding program implementation.

7) Promotion of respective programs with appropriate acknowledgement of NASPE, AAPAR and NDA at SPORTIME exhibits and in the SPORTIME catalog.

8) The opportunity to place a one full page ad in the Sportime catalog each year.

9) Website visibility: Link from Sportime/SPARK websites, and periodic home page banner ad presence, promoting relationship between Sportime/SPARK and AAHPERD, and promoting membership.

10) Promote AAHPERD at TOY workshops.

11) SPORTIME support for recipients will include:
   a) SPORTIME product information.
   b) Photographs on JOPERD September issue back cover.
   c) Product development opportunities.
   d) National recipients will be invited to join SPORTIME Board of Consultants for a period of 3 years.
   e) Other benefits as agreed by both parties.

Program Implementation:

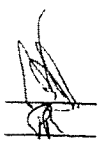
General:

The respective national associations will have exclusive responsibility for the selection of recipients at District and National levels and will provide administrative support for the program. The program will include the following components:

1) Application Process and Review at District and national levels.

2) National association staff will develop and disseminate all appropriate materials, applications, etc.; communicate with award chairs, and association leaders as appropriate.

3) District associations will have full authority within national association guidelines for the selection processes at the District level.



4) Promotion and Solicitation of Participants – Information concerning these recognition programs identifying SPORTIME as the exclusive sponsor will be provided through the following outlets:
   - *UpdatePLUS*
   - *NASPE News, Spotlight, PAR4LIFE*
   - *JOPERD*
   - *Strategies*
   - *SPORTIME* Catalog and exhibits as appropriate
   - AAHPERD and respective association websites

5) Selection meetings/candidate interviews:
   Selection committees will be named by respective National Associations in consultation with staff. Sponsor will not be involved in the selection process.

6) Selection Committee expenses (travel of non-AAHPERD selection committee members, hospitality) for each award program.

7) Publicity: National Associations will prepare the following as appropriate for each association acknowledging SPORTIME as exclusive sponsor:
   -Press releases for national and local media
   -Press releases for local and regional media featuring local winners
   -Articles for newsletters
   -Information to state AHPERD journals
   -Notices to legislators (state & federal)

Activities by Association

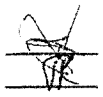
NASPE

1) Recognition of past and present district and national recipients at appropriate functions, also acknowledge SPORTIME.

2) Recognition function for all District winners and current National Recipients.

3) Plaques (National and District) for each program.

4) Recognition includes selected NASPE/SPORTIME logo wear for recipient.



5) Hall of Fame Banquet: Recognition/participation of SPORTIME as sponsor of TOY program at the Annual Hall of Fame Banquet (four complimentary tickets for SPORTIME) and any additional TOY functions (6 complimentary tickets).

6) Convention Programs: NASPE TOYs will present an activity-based program related to quality instruction at the appropriate District and National Conventions in the year following recognition as a TOY using SPORTIME equipment. SPORTIME will be identified as program sponsor.

NASPE-Talk:

- Continued use of the NASPE name and NASPE logo by Sportime for NASPE forum website.
- Contact information for users to be supplied to NASPE twice each calendar year (January 1 and June 1).
- NASPE will continue to post information and opportunities to the "NASPE Announcements" section of NASPE-Talk.

AAPAR

1) Certificates for winners in those identified district selection for APE Teacher of the Year, AAPAR/APAC, and SPORTIME appropriately acknowledged.

2) APE TOY Awards presented at APAC/Claudine Sherrill Ceremony.

3) District winners will participate in any functions hosted by SPORTIME and the National Associations.

4) AAPAR pins and shirts provided to District recipients.

5) AAPAR/SPORTIME logo wear for National recipient.

NDA

1) Recognition of recipients and acknowledgement of SPORTIME at NDA Social and Heritage Ceremony.

2) District winners will participate in any function hosted by SPORTIME and the National Associations.

3) Awards and certificates for District and National recipients with SPORTIME acknowledgment.

4) NDA/SPORTIME logo wear for National recipient.

Other Program Components

District Stipends

Stipends provided to support selection and recognition activities at the District level.

Placement of SPORTIME logo in Convention Program in conjunction with program related activities.

Orientation

District and national recipients will participate in a workshop to provide overview of responsibilities and opportunities associated with TOY, APE TOY, and DEOY programs. This will include AAHPERD and national association specific information, information about SPORTIME and about its products, and an orientation to facilitate representation of respective national associations. This orientation will be organized to include common and association specific elements. It will be conducted by staff/leaders from each National Association and include presentations by recipient (see below).

Presentations

All orientation participants will provide presentations to local educators as part of the program. Respective association staff will facilitate the planning and implementation of these presentations. SPORTIME equipment will be used as appropriate.

Workshop Presentations

The national associations will facilitate scheduling any and all presentations by current recipients. Respective national association staff will establish terms with workshop host in consultation with SPORTIME representatives. Once terms are confirmed, the specifics of the workshop presentation, equipment, and identification of presenter(s) will be finalized by the awardee/presenter and SPORTIME. Such workshops shall disseminate

and reflect appropriate standards and guidelines of the respective AAHPERD associations and demonstrate SPORTIME equipment. Each association, in consultation with SPORTIME, will determine the number and types of workshops for the recipients within the contractual agreements with the teachers.

Termination:

1) Material Breach: Either party may terminate this agreement for any material breach of this agreement by the other party that is not cured within 90 days of written notice.

2) Events of Termination: Not withstanding termination or expiration of this Agreement for any reason whatsoever, termination of the Agreement shall not release SPORTIME from its obligation to pay AAHPERD the full amount of the current year grant.

3) Notification: Notification in writing of termination shall be given by September 1st of the year prior to the termination.

Budget

Advertising:

	Value	**Fee**
a) 2 JOPERD FP/C4 ads	$7,320	$5,856
b) 1 STRATEGIES half page, b/w ad	$450	$360
c) 1 Convention Program Book FP4C ad	$2,250	$1,284
d) Logo recognition on website (see pages 1 & 2)	$9,180	$0
Total Advertising:	$18,100	**$7,500**

Program Support:

- Support to Districts for selection process and recognition activities $9,000
- Support for National Activities: $13,500

Convention activities, awards, orientation,
phone, postage, duplicating, committee expenses, etc.

- Program materials $6,000

Total Program Support Expenses: **$36,000**

Annual Sponsorship rights and administration: **$29,000**

2011 Year 1 TOTAL **$65,000**

In years 2 and 3, restore 12,000 for a total of $77,000 each year, to support advertising and program activities per mutual agreement of Sportime and AAHPERD.

TOTAL 3 Year Cost **$219,000**

SPORTIME will make payment to AAHPERD for distribution to NASPE, AAPAR and NDA programs of $6,000 upon signing of this agreement, or no later than January 31st, 2011 to be followed by 11 monthly payments of $5,363.64 in 2011 and payments of $6,416.67 each month thereafter in years 2012 and 2013.

By signing this agreement I am agreeing, on behalf of the respective companies, to the complete terms of this agreement and Addendum. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective companies to execute this agreement and to legally bind their respective companies as set forth in this agreement.

Such persons are:

SPORTIME, Inc.	AAHPERD
[illegible] Print	E. PAUL ROETERT Print
Signature	Signature
VICE PRESIDENT - [illegible] Title	Paul Roetert, CEO, AAHPERD Title
2/2/11 Date	2/8/11 Date