

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Agreement

CONVEYING PARTY DATA

Name	Execution Date
CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT	12/12/2007

RECEIVING PARTY DATA

Name:	Riverdeep Interactive Learning Ltd.
Street Address:	Styne House, Upper Hatch Street
City:	Dublin
State/Country:	IRELAND
Postal Code:	2

Name:	Riverdeep Interactive Learning USA, Inc.
Street Address:	100 Pine Street
Internal Address:	Suite 1900
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	4674066
Application Number:	10901002
Application Number:	10219458
Application Number:	10267929
Application Number:	60418155
Application Number:	10353814

CORRESPONDENCE DATA

Fax Number: (866)826-5420

OP \$240.00 4674066

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511
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Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1 A
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 6
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U.S. PATENTS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of December 12, 2007 by
CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral
Agent for the Lenders (as defined below).

A. Reference is made to the Credit Agreement dated as of December 21, 2006, among Riverdeep Interactive Learning Ltd., a company incorporated under the laws of the Republic of Ireland ("*Holdings*"), Riverdeep Interactive Learning USA, Inc., a corporation incorporated under the laws of the State of Delaware (the "*Borrower*"), the lenders party thereto (the "*Lenders*"), and Credit Suisse, Cayman Islands Branch ("*Credit Suisse*"), as administrative agent and as collateral agent (in such capacity, the "*Collateral Agent*") for the secured parties referred to therein (such agreement, as otherwise amended, modified or supplemented from time to time, the "*Credit Agreement*").

B. Reference is made to the Guarantee and Collateral Agreement dated as of December 21, 2006 (the "*Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the subsidiaries of Holdings from time to time party thereto and the Collateral Agent, pursuant to which, among other things, Holdings, the Borrower and the Subsidiaries of Holdings party thereto granted a security interest to the Collateral Agent for the benefit of such secured parties, in, among other things, all of their trademarks and trademark applications set forth on Annex I hereto (the "*Patents*"), which security interest was recorded with the United States Patent and Trademark Office.

C. In connection with the termination of the Credit Agreement, Holdings, the Borrower and the Subsidiaries of Holdings party thereto have informed the Collateral Agent of their desire to obtain the release of all right, title and interest of the Collateral Agent, the Lenders and each other grantee or beneficiary in and to the Patents granted under the Guarantee and Collateral Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to the Patents pursuant to the Guarantee and Collateral Agreement, including, without limitation, the Patents set forth on Annex I attached hereto, are hereby released and shall automatically terminate, the obligations secured thereby having been paid and satisfied in full. All interests in such Patents previously assigned to the Collateral Agent under the Guarantee and Collateral Agreement are hereby reassigned to Holdings, the Borrower and the Subsidiaries of Holdings party thereto.

For the avoidance of doubt, this Release shall not terminate any right, title or interest of Credit Suisse in and to the patents and patent applications of Holdings, the Borrower or the Subsidiaries of Holdings pursuant to (a) the First Lien Guarantee and Collateral Agreement dated as of December 12, 2007, among Riverdeep Education Limited (in the process of changing its name to HMH Publishing Company Limited), a

company organized under the laws of the Republic of Ireland ("*HMH Publishing Co.*"), Houghton Mifflin Harcourt Publishers Inc., a corporation organized under the laws of the State of Delaware ("*HMHP*"), HMH Publishers LLC, a limited liability company organized under the laws of the State of Delaware ("*Publishers*"), Houghton Mifflin Harcourt Publishing Company, a corporation organized under the laws of the Commonwealth of Massachusetts ("*HMCo*", and together with HMHP and Publishers, collectively, the "*Borrower*"), the subsidiaries of HMH Publishing Co. from time to time party thereto and Credit Suisse, as collateral agent, or (b) the Mezzanine Guarantee and Collateral Agreement dated as of December 12, 2007, among HMH Publishing Co., the Borrower, the subsidiaries of HMH Publishing Co. from time to time party thereto and the Credit Suisse, as collateral agent.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by


Name: JUDITH E. SMITH
Title: DIRECTOR

by


Name: DOREEN BARR
Title: VICE PRESIDENT

(SIGNATURE PAGE TO PATENT RELEASE AGREEMENT)

PATENTS

Patent Title	Owner/Assignee	Country	Patent No./App. No.	Filing Date	Issue Date
TEXTUAL DATABASE SYSTEM USING SKELETONIZATION AND PHONETIC REPLACEMENT TO RETRIEVE WORDS MATCHING OR SIMILAR TO QUERY WORDS	Houghton Mifflin Company	US	4,674,066	3/3/86	6/16/87

US PATENT APPLICATIONS

Patent Title	Owner/Assignee	Country	Patent No./App. No.	Filing Date	Issue Date
Interactive electronic toy	Riverdeep Interactive Learning Ltd.	US	10/901,002	7/27/04	PENDING
Filter for Rapid Enablement of Voice Access to Data Repositories	Houghton Mifflin Company	US	10/219,458	8/16/02	PENDING
Intelligent Media Processing and Language Architecture for Speech Applications	Houghton Mifflin Company	US	10/267,929	10/10/02	PENDING
Method of Effective Voice Search Over Large Lists Using Grammar based Voice Recognition	Houghton Mifflin Company	US	60/418,155	10/15/02	PENDING

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Educational Assessment Providing Method, Involves Automatically Storing Results From Grading of Answer Sheet In Central Repository At Central Server for Student	Houghton Mifflin Company	US	10/353,814	1/28/03	PENDING
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