

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT SUPPLEMENT (REVOLVING)
CONVEYING PARTY DATA	
Name	Execution Date
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY	01/25/2013
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	390 GREENWICH ST, 1ST FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8297984
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	35609/33
NAME OF SUBMITTER:	MICHAEL JOKIC
Total Attachments: 4 source=0 - Patent Security Agreement Supplement (Revolving)#page1.tif source=0 - Patent Security Agreement Supplement (Revolving)#page2.tif source=0 - Patent Security Agreement Supplement (Revolving)#page3.tif source=0 - Patent Security Agreement Supplement (Revolving)#page4.tif	

PATENT

## PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 25, 2013, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of CITIBANK, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HMH HOLDINGS (DELAWARE), INC., a corporation organized under the laws of the State of Delaware ("*HMH Holdings*" or "*Holdings*"), HOUGHTON MIFFLIN HARCOURT PUBLISHERS, INC., a corporation organized under the laws of the State of Delaware ("*HMHP*"), HMH PUBLISHERS, INC., 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 "*Borrowers*" and each a "*Borrower*") and the subsidiaries of Holdings from time to time party thereto have entered into a Superpriority Senior Secured Debtor-in-Possession and Exit Revolving Credit Agreement dated as of May 22, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CITIBANK, N.A., as Administrative Agent, and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Revolving Facility Guarantee and Collateral Agreement dated as of May 22, 2012 made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Patent Security Agreement dated June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Patent Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Patent Security Agreement Supplement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the patents and patent applications set forth in Schedule A hereto (the "*Additional Patent Collateral*").


2. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer to record this Patent Security Agreement Supplement.

3. Grants, Rights and Remedies. This Patent Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreement shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Security Agreement and this Patent Security Agreement Supplement, the terms of the Security Agreement shall control.

4. Governing Law. This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

By: 

Name: Michael Dolan

Title: SVP and Controller

Address for Notices:  
222 Berkeley Street  
Boston, MA 02116

SCHEDULE A

ADDITIONAL PATENT COLLATERAL

Grantor	Patent Description	USPTO Number	Filing Date	Registration	Status
Houghton Mifflin Harcourt Publishing Company	Online Test Proctoring Interface with Test Taker Icon and Multiple Panels	8,297,984	01/26/2012	10/30/2012	Registered