

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3399272

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TOM SNYDER PRODUCTIONS, INC.	05/29/2015
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:	6252604	
CORRESPONDENCE DATA		
Fax Number:	(650)838-5109	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
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Address Line 2:	SHEARMAN & STERLING LLP	
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ATTORNEY DOCKET NUMBER:	35609/33	
NAME OF SUBMITTER:	BENJAMIN PETERSEN	
SIGNATURE:	/BENJAMIN PETERSEN/	
DATE SIGNED:	06/16/2015	
Total Attachments: 4		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Patent Security Agreement*”) dated May 29, 2015, is made by the Person listed on the signature page hereof (the “*Grantor*”), in favor of Citibank, N.A. (together with its affiliates, “*Citibank*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Houghton Mifflin Harcourt Company, a corporation organized under the laws of the State of Delaware and parent company of the Grantor (“*Holdings*”), Houghton Mifflin Harcourt Publishers Inc., a corporation organized under the laws of the State of Delaware, HMH Publishers LLC, a limited liability company organized under the laws of the State of Delaware, Houghton Mifflin Harcourt Publishing Company, a corporation organized under the laws of the Commonwealth of Massachusetts, the Grantor and the other subsidiaries of Holdings from time to time party thereto have entered into that certain Amended and Restated Term Loan Credit Agreement dated as of May 22, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, including on May 29, 2015, the “*Credit Agreement*”), with Citibank, as Administrative Agent, and as Collateral Agent, and the Lenders 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 to the Collateral Agent that certain Supplement No. 2 dated as of May 29, 2015 (the “*Security Agreement Supplement*”) to that certain Amended and Restated Term Facility Guarantee and Collateral Agreement dated as of May 22, 2012 (as amended and restated on May 29, 2015), made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively with the Security Agreement Supplement, the “*Security Agreements*”).

WHEREAS, under the terms of the Security Agreements, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement 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:

Section 1 Grant of Security. The 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 “*Patent Collateral*”).

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

Section 3 Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

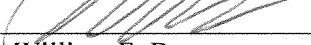
Section 4 Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreements shall remain in full force and effect in accordance with their terms. In the event of any conflict between the Security Agreements and this Patent Security Agreement, the terms of the Security Agreements shall control.

Section 5 Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

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

TOM SNYDER PRODUCTIONS, INC.

By 
Name: William F. Bayers
Title: Executive Vice President,
Secretary and General Counsel

Address for Notices:
222 Berkeley Street
Boston, MA 02116

Schedule A

U.S. Patent

Title	Application Number	Filing Date	Patent Number	Issue Date
Method Of Animating An Image By Squiggling The Edges Of Image Features	08/783,290	10-Jan-1997	6,252,604	26-Jun-2001