

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-acquired Trademark Security Agreement to the Mezzanine Trademark Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houghton Mifflin Harcourt Publishing Company		07/28/2009	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3510480	PETERSON FIELD GUIDES	
Registration Number:	3510481	SANDPIPER	
Registration Number:	3612841	SANDPIPER	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0173 (MEZZANINE)		

OP \$90.00 3510480

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	08/06/2009
Total Attachments: 8 source=Mezzanine Trademark Security Supplement#page1.tif source=Mezzanine Trademark Security Supplement#page2.tif source=Mezzanine Trademark Security Supplement#page3.tif source=Mezzanine Trademark Security Supplement#page4.tif source=Mezzanine Trademark Security Supplement#page5.tif source=Mezzanine Trademark Security Supplement#page6.tif source=Mezzanine Trademark Security Supplement#page7.tif source=Mezzanine Trademark Security Supplement#page8.tif	

AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
TO THE MEZZANINE TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT TO THE MEZZANINE TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of July 28, 2009 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Trademark Security Agreement"), is made by each of the undersigned (collectively, the "Grantors") and CREDIT SUISSE, CAYMAN ISLANDS BRANCH (together with its affiliates, "Credit Suisse"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement described below).

WHEREAS, the Borrower (as defined below) has entered into a Mezzanine Credit Agreement dated as of December 12, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HMH PUBLISHING COMPANY (formerly known as Riverdeep Education Limited), a company organized under the laws of the Republic of Ireland ("Holdings"), 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"), each Subsidiary of Holdings from time to time party thereto (collectively, the "Subsidiary Guarantors"), the lenders from time to time party thereto (the "Lenders") and Credit Suisse, as administrative agent for the Lenders and as Collateral Agent.

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Borrower, Holdings and the Subsidiary Guarantors executed and delivered that certain Mezzanine Guarantee and Collateral Agreement, dated as of December 12, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Borrower, Holdings and the Subsidiary Guarantors have each granted a security interest in certain assets and property, including, without limitation, all Intellectual Property, including but not limited to after-acquired Intellectual Property of the Borrower, Holdings and the Subsidiary Guarantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, a Mezzanine Trademark Security Agreement was recorded on January 14, 2008 against certain United States Trademark Applications and Registrations at Reel/Frame No. 003696/0316.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.


SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this First Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Supplemental Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. COUNTERPARTS. This First Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

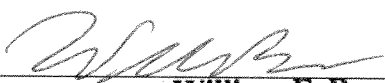
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IN WITNESS WHEREOF, the Grantors have caused this First Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

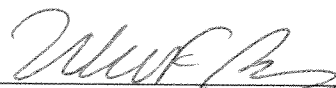
**HOUGHTON MIFFLIN HARCOURT PUBLISHING
COMPANY**

By: 
Name: **William F. Bayers**
Title: **EVP & General Counsel**

HMH SUPPLEMENTAL PUBLISHERS INC.

By: 
Name: **William F. Bayers**
Title: **EVP & General Counsel**

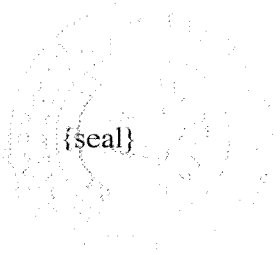
HMH PUBLISHERS LLC

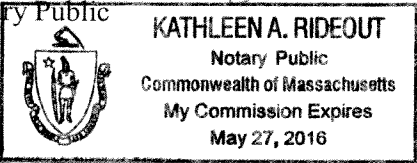
By: 
Name: **William F. Bayers**
Title: **EVP & General Counsel**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
)
COUNTY OF Suffolk) ss.

On this 20th day of July __, 2009 before me personally appeared William F. Bayer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Kathleen A. Rideout
Notary Public
**KATHLEEN A. RIDEOUT**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 27, 2016

[SIGNATURES CONTINUED ON NEXT PAGE]


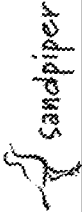


Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: **Didier Siffer**
Title: **Managing Director**

By: 
Name: **MEGAN KANE**
Title: **DIRECTOR**

SCHEDULE I
to
AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS SINCE DECEMBER 12, 2007				
Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Houghton Mifflin Harcourt Publishing Company	PETERSON FIELD GUIDE & DESIGN 	USA	3510480	10/7/2008
Houghton Mifflin Harcourt Publishing Company	SANDPIPER	USA	3510481	10/7/2008
Houghton Mifflin Harcourt Publishing Company	SANDPIPER & DESIGN 	USA	3612841	4/28/2009
Houghton Mifflin Harcourt Publishing Company	GRAB-AND-GO	USA	76/692772 ITU App.	9/11/2008
HMH Supplemental Publishers Inc.	STECK-VAUGHN GATEWAYS	USA	76/694,658 ITU App.	12/5/2008
HMH Supplemental Publishers Inc.	STECK-VAUGHN GATEWAYS	USA	76/694,657 ITU App.	12/5/2008
HMH Supplemental Publishers Inc.	WRITE ON COURSE	USA	76/696022 ITU App.	2/27/2009
HMH Supplemental Publishers Inc.	WRITE ON COURSE	USA	76/696020 ITU App.	2/27/2009
HMH Publishers, LLC	MINIREAD and Design 	USA	77/464,335 ITU App.	5/2/2008
Houghton Mifflin Harcourt Publishing Company	LEVEL UP (Stylized) 	USA	77/414,719 ITU App.	3/6/2008
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77/507,869 ITU App.	6/25/2009

TRADEMARK APPLICATIONS AND REGISTRATIONS SINCE DECEMBER 12, 2007					
Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77533,790 ITU App.	7/29/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77533,818 ITU App.	7/29/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77533,848 ITU App.	7/29/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77533,889 ITU App.	7/29/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77533,908 ITU App.	7/29/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,445 ITU App.	7/29/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,477 ITU App.	7/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,546 ITU App.	7/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,564 ITU App.	7/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,922 ITU App.	7/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,953 ITU App.	7/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	USA	77534,981 ITU App.	7/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Mexico	985468	1/22/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Mexico	985469	1/22/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Mexico	985470	1/22/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Mexico	985471	1/22/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS GEORGE	Mexico	983915	1/14/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS GEORGE	Mexico	983916	1/14/2009	

TRADEMARK APPLICATIONS AND REGISTRATIONS SINCE DECEMBER 12, 2007					
Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date	
Publishing Company					
Houghton Mifflin Harcourt Publishing Company	CURIOUS GEORGE	Mexico	983917	1/14/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Korea, Republic of	45-2009-745	3/5/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Japan	2009-001717	1/14/2009	
Houghton Mifflin Harcourt Publishing Company	HMH	Int'l Registration - Madrid Agreement	IR0963175	6/12/2008	
Houghton Mifflin Harcourt Publishing Company	EAROBICS	India	670198	1/22/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	European Community	007541766	1/21/2009	
Houghton Mifflin Harcourt Publishing Company	1866 and Design of an Owl	Egypt	159164	3/17/2008	
Houghton Mifflin Harcourt Publishing Company	HMH	Canada	1424882	1/19/2009	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Canada	1425132	1/21/2009	
Houghton Mifflin Harcourt Publishing Company	1866 and Design of an Owl	Bahamas	26210	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	1866 and Design of an Owl	Bahamas	26211	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	1866 and Design of an Owl	Bahamas	26212	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	HARCOURT	Bahamas	26204	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	HARCOURT	Bahamas	26205	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	HARCOURT	Bahamas	26206	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	HOLT	Bahamas	26208	4/30/2008	
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Australia	1280709	1/13/2009	