

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMH IP COMPANY		03/03/2011	COMPANY: IRELAND
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3802748	TRUDY'S TIME & PLACE HOUSE	
Registration Number:	3810869	MIGHTY MATH	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0173		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$65.00 3802748

900186265

TRADEMARK
REEL: 004497 FRAME: 0614

Date:

03/14/2011

Total Attachments: 12

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EXECUTION VERSION

**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT
(SECOND SUPPLEMENTAL FILING)**

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT (SECOND SUPPLEMENTAL FILING), dated as of March 3, 2011 (as amended, supplemented or otherwise modified from time to time, the "Second Supplemental Trademark Security Agreement"), is made by each of the undersigned (collectively, the "Grantors") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a 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 therein).

WHEREAS, the Borrower (as defined below) has entered into a First Lien Credit Agreement dated as of December 12, 2007 (as amended and restated on March 9, 2010, and as may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HMH HOLDINGS (DELAWARE), INC., a corporation organized under the laws of the State of Delaware ("New Holdings"), 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"), the lenders from time to time party thereto (the "Lenders"), WILMINGTON TRUST FSB, as administrative agent for the Lenders, and the 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, New Holdings, HMH Intermediate Holdings (Delaware), LLC, a Delaware limited liability company ("HMH Intermediate Holdings"), Holdings and each Subsidiary of Holdings from time to time party thereto (collectively, the "Subsidiary Guarantors") executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of December 12, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Borrower, New Holdings, HMH Intermediate Holdings, 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, New Holdings, HMH Intermediate Holdings, 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 Second Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, a First Lien Trademark Security Agreement was recorded on January 11, 2008 against certain United States Trademark Applications and Registrations at Reel/Frame No. 003696/0255.

EXECUTION VERSION

WHEREAS, an After-Acquired Trademark Security Agreement to the First Lien Trademark Security Agreement (First Supplemental Filing) was recorded on August 6, 2009 against certain United States Trademark Applications and Registrations at Reel/Frame No. 4039/0413.

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, each Grantor 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. The 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 Second 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 Second 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 Second 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.

IN WITNESS WHEREOF, the Grantors have caused this Second 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 and General Counsel

HMH IP COMPANY

By: 
Name: William F. Bayers
Title: EVP and General Counsel

ACKNOWLEDGMENT OF GRANTOR

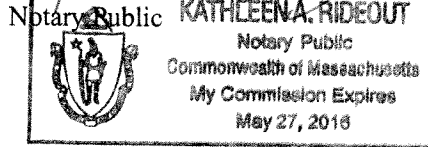
STATE OF Massachusetts)

COUNTY OF Suffolk)

ss.

On this 3rd day of March __, 2011 before me personally appeared William F. Baepes 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



{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
(F/K/A CREDIT SUISSE, CAYMAN ISLANDS BRANCH),
as Collateral Agent



By: 
Name: Didier Siffer
Title: Authorized Signatory

By: 
Name: Adam Zausmer
Title: Authorized Signatory

SCHEDULE I
to
AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS FROM JULY 22, 2010 TO OCTOBER 26, 2010				
Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Houghton Mifflin Harcourt Publishing Company	CURIOUS BABY CURIOUS GEORGE	Korea, Republic of	45-2009-745 45-32256	3/5/2009 9/9/2010
Houghton Mifflin Harcourt Publishing Company	PETERSON REFERENCE GUIDES	USA	76/677,992 3,835,423	6/11/2007 8/17/2010
Houghton Mifflin Harcourt Publishing Company	PETERSON REFERENCE GUIDES SERIES	USA	76/677,993 3,835,424	6/11/2007 8/17/2010
HMH IP Company	TRUDY'S TIME & PLACE HOUSE	USA	77/853,134 3,802,748	10/20/2009 6/15/2010
HMH IP Company	MIGHTY MATH	USA	77/906,138 3,810,869	1/6/2010 6/29/2010



Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Houghton Mifflin Harcourt Publishing Company	PINPOINT	USA	76704649	9/24/2010
Houghton Mifflin Harcourt Publishing Company	PINPOINT ON TARGET	USA	76704650	9/24/2010
Houghton Mifflin Harcourt Publishing Company	LEARNEXCHANGE	USA	76704648	9/24/2010

Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Houghton Mifflin Harcourt Publishing Company	RADIANT	Canada	149366	8/26/2010
Houghton Mifflin Harcourt Publishing Company		CTM**	9395146	9/22/2010
Houghton Mifflin Harcourt Publishing Company	RADIANT	CTM**	9395237	9/22/2010
Houghton Mifflin Harcourt Publishing Company	RADIANT	Mexico	1115560	8/26/2010
Houghton Mifflin Harcourt Publishing Company	RADIANT	Mexico	1115552	8/26/2010
Houghton Mifflin Harcourt Publishing Company	RADIANT	Mexico	1115555	8/26/2010
Houghton Mifflin Harcourt Publishing Company	RADIANT	United States of America*	85102112	8/6/2010
Houghton Mifflin Harcourt Publishing Company		United States of America	85102162	8/6/2010
Houghton Mifflin Harcourt Publishing Company	VERGE	United States of America	85102118	8/6/2010





** A CTM application covers Austria, Benelux, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Jersey, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom





* United States of America application also covers USVI, Puerto Rico and Guam




TRADEMARK APPLICATIONS AND REGISTRATIONS FROM OCTOBER 26, 2010 TO December 31, 2010






Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Houghton Mifflin Harcourt Publishing Company	LEARNING BRIDGE	Ireland	2010/01919	11/8/2010
Houghton Mifflin Harcourt Publishing Company	HMH	United States	77/980,818	11/27/2007*
Houghton Mifflin Harcourt Publishing Company	INSIGHT INTO ACTION	United States	76/705510	11/18/2010
Houghton Mifflin Harcourt Publishing Company	INSIGHT INTO ACTION AND DESIGN 	United States	76/705509	11/18/2010
Houghton Mifflin Harcourt Publishing Company	DATADIRECTOR	United States	76/705721	12/20/2010
Houghton Mifflin Harcourt Publishing Company	DATADIRECTOR & DESIGN 	United States	76/705722	12/20/2010

* This is a child application created when the parent application (App. No. 77/338,042) was divided on November 5, 2010.

Owner	Country	Trademark	App. No.	App. Date	Class	Status
Houghton Mifflin Harcourt Publishing Company	Bahrain	RADIANT	83533	Oct-19-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Bahrain	RADIANT	83534	Oct-19-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Bahrain	RADIANT	83535	Oct-19-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Chile	RADIANT	924619	Oct-15-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Chile	RADIANT	924620	Oct-15-2010	41, 42	Pending
Houghton Mifflin Harcourt Publishing Company	Chile	RADIUS Design 	924621	Oct-15-2010	41, 42	Pending
Houghton Mifflin Harcourt Publishing Company	Chile	RADIUS Design 	924622	Oct-15-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	China	RADIANT & Radius Design  RADIANT	8725364	Oct-11-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	China	RADIANT & Radius Design  RADIANT	8725365	Oct-11-2010	42	Pending

Owner	Country	Trademark	App. No.	App. Date	Class	Status
Houghton Mifflin Harcourt Publishing Company	China	RADIANT & Radius Design  RADIANT	8725383	Oct-11-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Ecuador	RADIANT	237829	Nov-17-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Ecuador	RADIANT	237830	Nov-17-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Ecuador	RADIANT	237831	Nov-17-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Ecuador	RADIUS Design 	236553	Oct-14-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Ecuador	RADIUS Design 	236554	Oct-14-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Ecuador	RADIUS Design 	236555	Oct-14-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Kuwait	RADIANT	115265	Oct-14-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Kuwait	RADIANT	115266	Oct-14-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Kuwait	RADIANT	115367	Oct-14-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Lebanon	RADIANT	131792	Nov-5-2010	9, 41, 42	Pending
Houghton Mifflin Harcourt Publishing Company	Oman	RADIANT	64902	Oct-5-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Oman	RADIANT	64903	Oct-5-2010	41	Pending

Owner	Country	Trademark	App. No.	App. Date	Class	Status
Houghton Mifflin Harcourt Publishing Company	Oman	RADIANT	64904	Oct-5-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Panama	RADIANT	195628	Nov-30-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Panama	RADIANT	195629	Nov-30-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Panama	RADIANT	195630	Nov-30-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Peru	RADIANT	435400	Oct-15-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Peru	RADIANT	435399	Oct-15-2010	41, 42	Pending
Houghton Mifflin Harcourt Publishing Company	Qatar	RADIANT	64946	Nov-22-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Qatar	RADIANT	64947	Nov-22-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Qatar	RADIANT	64948	Nov-22-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Saudi Arabia	RADIANT & Radius Design  RADIANT	160884	Nov-9-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	Saudi Arabia	RADIANT & Radius Design  RADIANT	160885	Nov-9-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	Saudi Arabia	RADIANT & Radius Design  RADIANT	160886	Nov-9-2010	42	Pending

Owner	Country	Trademark	App. No.	App. Date	Class	Status
Houghton Mifflin Harcourt Publishing Company	Taiwan	RADIANT & Radius Design  RADIANT	99049231	Oct-4-2010	9, 41, 42	Pending
Houghton Mifflin Harcourt Publishing Company	United Arab Emirates	RADIANT & Radius Design  RADIANT	149934	Nov-29-2010	9	Pending
Houghton Mifflin Harcourt Publishing Company	United Arab Emirates	RADIANT & Radius Design  RADIANT	149935	Nov-29-2010	41	Pending
Houghton Mifflin Harcourt Publishing Company	United Arab Emirates	RADIANT & Radius Design  RADIANT	149936	Nov-29-2010	42	Pending
Houghton Mifflin Harcourt Publishing Company	Vietnam	RADIANT & Radius Design  RADIANT	4-2010-21387	Oct-11-2010	9, 41, 42	Pending

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