

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (TERM)

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		07/16/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	390 GREENWICH ST, 1ST FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Serial Number:	76714378	NEW HARVEST
Serial Number:	76714133	CURIOUS WORLD
Serial Number:	76714134	CURIOUS WORLD
Serial Number:	76714135	CURIOUS WORLD
Serial Number:	76714132	CURIOUS WORLD
Serial Number:	76714241	REAL
Serial Number:	76714240	REAL
Serial Number:	76714379	R E A L
Serial Number:	76714380	R E A L

CORRESPONDENCE DATA	
Fax Number:	6508385109
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	

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via US Mail.

Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Michael Jokic
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Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35609/33
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	07/19/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "*Trademark Security Agreement Supplement*") dated July 16, 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 Term Loan 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 Term 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 Trademark Security Agreement dated June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark 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 Trademark Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the United States Trademark 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 trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal laws), together with the goodwill symbolized thereby (the "*Additional Trademark Collateral*").


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

3. Grants, Rights and Remedies. This Trademark 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 Trademark Security Agreement Supplement, the terms of the Security Agreement shall control.

4. Governing Law. This Trademark 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 Trademark 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: William F. Bayers
Title: Executive Vice President,
Secretary and General
Counsel

Address for Notices:
222 Berkeley Street
Boston, MA 02116

SCHEDULE A

ADDITIONAL TRADEMARK COLLATERAL

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>
Houghton Mifflin Harcourt Publishing Company	NEW HARVEST	United States of America	LIVE	76/714378	6/13/2013
Houghton Mifflin Harcourt Publishing Company	CURIOUS WORLD	United States of America	LIVE	76/714133	5/13/2013
Houghton Mifflin Harcourt Publishing Company	CURIOUS WORLD	United States of America	LIVE	76/714134	5/13/2013
Houghton Mifflin Harcourt Publishing Company	CURIOUS WORLD	United States of America	LIVE	76/714135	5/13/2013
Houghton Mifflin Harcourt Publishing Company	CURIOUS WORLD	United States of America	LIVE	76/714140	5/13/2013
Houghton Mifflin Harcourt Publishing Company	REAL	United States of America	LIVE	76/714241	5/24/2013
Houghton Mifflin Harcourt Publishing Company	REAL	United States of America	LIVE	76/714240	5/24/2013
Houghton Mifflin Harcourt Publishing Company	REAL & DESIGN	United States of America	LIVE	76/714379	6/13/2013
Houghton Mifflin Harcourt Publishing Company	REAL & DESIGN	United States of America	LIVE	76/714380	6/13/2013