

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460270

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		07/15/2016	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: 38

Property Type	Number	Word Mark
Serial Number:	87007301	READING INVENTORY
Serial Number:	87007331	R READING INVENTORY
Serial Number:	87007348	READING INVENTORY
Serial Number:	87007358	R READING INVENTORY
Serial Number:	87007554	P PHONICS INVENTORY
Serial Number:	87007457	P PHONICS INVENTORY
Serial Number:	87007434	PHONICS INVENTORY
Serial Number:	86970932	MATH INVENTORY
Serial Number:	86970945	MATH INVENTORY
Serial Number:	86970960	M MATH INVENTORY
Serial Number:	86970964	M MATH INVENTORY
Serial Number:	86970860	READING COUNTS
Serial Number:	86970897	READING COUNTS
Serial Number:	87009149	ALPHAFRIENDS
Serial Number:	87009164	ALPHAFRIENDS
Serial Number:	87009157	ALPHAFRIENDS
Serial Number:	87017294	ALFAMINGOS
Serial Number:	87017331	ALFAMINGOS

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87025960	MOONLIGHT STORYTIME
Serial Number:	87032723	MAC & IZZY
Serial Number:	87032646	MAC & IZZY
Serial Number:	87032663	MAC & IZZY
Serial Number:	87032689	MAC & IZZY
Serial Number:	87032706	MAC & IZZY
Serial Number:	87044385	EXPERT 21
Serial Number:	87044396	BIG DAY FOR PREK
Serial Number:	87041223	A RHINO NAMED PAUL
Serial Number:	87041139	A RHINO NAMED PAUL
Serial Number:	87049223	EXPERT 21
Serial Number:	87049216	EXPERT 21
Serial Number:	87049258	BIG DAY FOR PREK
Serial Number:	87049241	BIG DAY FOR PREK
Serial Number:	87064310	HMH SCIENCE DIMENSIONS
Serial Number:	87064292	HMH SCIENCE DIMENSIONS
Serial Number:	87064284	HMH SCIENCE DIMENSIONS
Serial Number:	87064266	HMH SCIENCE DIMENSIONS
Serial Number:	86968191	THE LEARNING COMPANY
Serial Number:	86969569	THE LEARNING COMPANY

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35609-00033
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	01/31/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement Supplement**") dated July 15, 2016, 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, the Grantor, and the 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 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 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 as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively with the Security Agreement, 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, 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 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 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 law), together with the goodwill symbolized thereby (the "*Additional Trademark Collateral*").

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

Section 3 Execution in Counterparts. This Trademark Security Agreement Supplement 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 Trademark Security Agreement Supplement 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 Additional Trademark 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 Trademark Security Agreement Supplement, the terms of the Security Agreements shall control.

Section 5 Governing Law. This Trademark Security Agreement Supplement 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 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>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY	United States	LIVE	87007301		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY & DESIGN	United States	LIVE	87007331		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY	United States	LIVE	87007348		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY & DESIGN	United States	LIVE	87007358		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY & DESIGN	United States	LIVE	87007554		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY & DESIGN	United States	LIVE	87007457		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY & DESIGN	United States	LIVE	87007434		20-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY	United States	LIVE	86970932		11-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY	United States	LIVE	86970945		11-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY & DESIGN	United States	LIVE	86970960		11-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY & DESIGN	United States	LIVE	86970964		11-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	READING COUNTS	United States	LIVE	87970860		11-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	READING COUNTS	United States	LIVE	86970897		11-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	ALPHAFRIENDS	United States	LIVE	87009149		21-Apr-2016	

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**Schedule A
Additional Trademark Collateral**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	ALPHA FRIENDS	United States	LIVE	87009164		21-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	ALPHA FRIENDS	United States	LIVE	87009157		21-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	ALAFAMINGOS	United States	LIVE	87017294		21-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	ALAFAMINGOS	United States	LIVE	87017331		21-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	MOONLIGHT STORYTIME	United States	LIVE	87025960		05-May-2016	
Houghton Mifflin Harcourt Publishing Company	MAC & IZZY	United States	LIVE	87032723		11-May-2016	
Houghton Mifflin Harcourt Publishing Company	MAC & IZZY	United States	LIVE	87032646		11-May-2016	
Houghton Mifflin Harcourt Publishing Company	MAC & IZZY	United States	LIVE	87032663		05-May-2016	
Houghton Mifflin Harcourt Publishing Company	MAC & IZZY	United States	LIVE	87032689		05-May-2016	
Houghton Mifflin Harcourt Publishing Company	MAC & IZZY	United States	LIVE	87032706		05-May-2016	
Houghton Mifflin Harcourt Publishing Company	EXPERT 21	United States	LIVE	87044385		20-May-2016	
Houghton Mifflin Harcourt Publishing Company	BIG DAY FOR PREK	United States	LIVE	87044396		20-May-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	87041223		18-May-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	87041139		18-May-2016	
Houghton Mifflin Harcourt Publishing Company	EXPERT 21	United States	LIVE	87049223		25-May-2016	

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**Schedule A
Additional Trademark Collateral**

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	EXPERT 21	United States	LIVE	87049216		25-May-2016	
Houghton Mifflin Harcourt Publishing Company	BIG DAY FOR PREK	United States	LIVE	87049258		25-May-2016	
Houghton Mifflin Harcourt Publishing Company	BIG DAY FOR PREK	United States	LIVE	87049241		25-May-2016	
Houghton Mifflin Harcourt Publishing Company	HMH SCIENCE DIMENSIONS	United States	LIVE	87064310		08-Jun-2016	
Houghton Mifflin Harcourt Publishing Company	HMH SCIENCE DIMENSIONS	United States	LIVE	87064292		08-Jun-2016	
Houghton Mifflin Harcourt Publishing Company	HMH SCIENCE DIMENSIONS	United States	LIVE	87064284		08-Jun-2016	
Houghton Mifflin Harcourt Publishing Company	HMH SCIENCE DIMENSIONS	United States	LIVE	87064266		08-Jun-2016	
Houghton Mifflin Harcourt Publishing Company	THE LEARNING COMPANY	United States	LIVE	86968191		07-Apr-2016	
Houghton Mifflin Harcourt Publishing Company	THE LEARNING COMPANY	United States	LIVE	86969569		08-Apr-2016	