

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (TERM)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/20/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	390 GREENWICH ST, 1ST FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86888098	CARMEN SANDIEGO	
<b>Serial Number:</b>	86888107	CARMEN SANDIEGO	
<b>Serial Number:</b>	86895662	CARMEN SANDIEGO	
<b>Serial Number:</b>	86895648	CARMEN SANDIEGO	
<b>Serial Number:</b>	86895699	THE OREGON TRAIL	
<b>Serial Number:</b>	86921001	THE OREGON TRAIL	
<b>Serial Number:</b>	86921017	THE OREGON TRAIL	
<b>Serial Number:</b>	86921040	THE OREGON TRAIL	
<b>Serial Number:</b>	86904834	PHONICS INVENTORY	
<b>Serial Number:</b>	86904843	PHONICS INVENTORY	
<b>Serial Number:</b>	86904850	PHONICS INVENTORY	
<b>Serial Number:</b>	86904731	M MATH INVENTORY	
<b>Serial Number:</b>	86904657	MATH INVENTORY	
<b>Serial Number:</b>	86904701	R READING INVENTORY	
<b>Serial Number:</b>	86904622	READING INVENTORY	
<b>Serial Number:</b>	86956266	A RHINO NAMED PAUL	
<b>Serial Number:</b>	86956227	A RHINO NAMED PAUL	
<b>Serial Number:</b>	86956200	A RHINO NAMED PAUL	

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TRADEMARK

**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

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

**Total Attachments: 5**

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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 April 20, 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**  
**January 1, 2016 – March 31, 2016**

As of December 31, 2015, (i) Choice Solutions, Inc. merged with and into Houghton Mifflin Harcourt Publishing Company; (ii) Curiosityville, Inc. merged with and into Houghton Mifflin Harcourt Publishing Company; (iii) SchoolChapters, Inc. merged with and into The Riverside Publishing Company; (iv) The Riverside Publishing Company merged with and into Houghton Mifflin Harcourt Publishing Company; and (v) Tom Snyder Productions, Inc. merged with and into Houghton Mifflin Harcourt Publishing Company.

**New Applications:**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Registration Date</b>
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/888098		27-Jan-2016	
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/888107		27-Jan-2016	
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/895662		27-Jan-2016	
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/895648		03-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/895699		26-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/921001		26-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/921017		26-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/921040		26-Feb-2016	

**Schedule A**  
**Additional Trademark Collateral**  
**January 1, 2016 – March 31, 2016**

<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	PHONICS INVENTORY	United States	LIVE	86/904834		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY	United States	LIVE	86/904843		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY	United States	LIVE	86/904650		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY & DESIGN	United States	LIVE	86/904731		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY	United States	LIVE	86/904657		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY & DESIGN	United States	LIVE	86/904701		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY	United States	LIVE	86/904622		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	86/956266		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	86/956227		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	86/956200		11-Feb-2016	