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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM474547

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/12/2018	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: 6

Property Type	Number	Word Mark
Serial Number:	87741598	INTO LEARNING
Serial Number:	87775876	BATERIA IV
Serial Number:	87775895	BATERÍA IV
Serial Number:	87814170	THE OREGON TRAIL
Serial Number:	87833479	PETERSON FIELD GUIDES
Serial Number:	87833539	PETERSON FIELD GUIDES

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:	35609/33
NAME OF SUBMITTER:	BENJAMIN PETERSEN

TRADEMARK REEL: 006387 FRAME: 0376

SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/17/2018
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 January 16, 2018, 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 are party to that certain Amended and Restated Revolving Credit Agreement dated as of May 22, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, including on July 22, 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 Revolving Facility Guarantee and Collateral Agreement dated as of May 22, 2012 (as amended and restated on July 22, 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").

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

Section 3 <u>Execution in Counterparts</u>. 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 <u>Governing Law.</u> 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: 125 High Street Boston, MA 02110

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Schedule A Additional Trademark Collateral

Trademark Country Status Abplication Number Registration Number Abplication Date Date Date INTO MATH UNITED LIVE 87685520 15-Nov-2017 HMH INTO READING UNITED LIVE 8768566 15-Nov-2017 HMH INTO LITERATURE STATES LIVE 8768563 15-Nov-2017 INTO WRITING UNITED LIVE 87692914 15-Nov-2017 INTO WRITING STATES LIVE 87692914 11-Nov-2017 INTO WRITING UNITED LIVE 87693038 21-Nov-2017 INTO ERENCH UNITED LIVE 87693049 21-Nov-2017 INTO LEARNING UNITED LIVE 87693049 21-Nov-2017 INTO MATH UNITED LIVE 87693049 21-Nov-17 INTO MATH UNITED LIVE 87693049 21-Nov-17 HMH INTO READING UNITED LIVE 87693049 21-Nov-17 STATES LIVE 87693049 21-Nov-17 HMH INTO READING UNITED	Registration Date			T (monda)	•	**************************************			- Interval		Visit to		Name of the last o		
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	Owner	Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt	pughton Mifflin Harcourt blishing Company	Soughton Mifflin Harcourt	Houghton Mifflin Harcourt Publishing Company	Houghton Mifflin Harcourt Publishing Company								

Schedule A Additional Trademark Collateral

<u>Owner</u>	<u>Trademark</u>	Country	<u>Status</u>	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	INTO ALGEBRA	UNITED STATES	LIVE	87699262		28-Nov-2017	
Houghton Mifflin Harcourt Publishing Company	INTO GEOMETRY	UNITED STATES	LIVE	87699269		28-Nov-2017	- Parameter Control
Houghton Mifflin Harcourt Publishing Company	INTO AGA	UNITED STATES	LIVE	87699296		28-Nov-2017	a verification of the second o
Houghton Mifflin Harcourt Publishing Company	INTO ALGEBRA	UNITED STATES	LIVE	87699334	Time MAAA	28-Nov-2017	
Houghton Mifflin Harcourt Publishing Company	INTO GEOMETRY	UNITED STATES	LIVE	87699349		28-Nov-2017	a contract of the contract of
Houghton Mifflin Harcourt Publishing Company	INTO WRITING	UNITED STATES	LIVE	87699366		28-Nov-2017	The state of the s
Houghton Mifflin Harcourt Publishing Company	INTO SOCIAL STUDIES	UNITED STATES	LIVE	87699390		28-Nov-2017	
Houghton Mifflin Harcourt Publishing Company	INTO FRENCH	UNITED STATES	LIVE	87699448		28-Nov-2017	- CONTRACTOR OF THE CONTRACTOR
Houghton Mifflin Harcourt Publishing Company	INTO SPANISH	UNITED STATES	LIVE	87699461		28-Nov-2017	Provide to
Houghton Mifflin Harcourt Publishing Company	HMH INTO LITERATURE	UNITED STATES	LIVE	87700986		29-Nov-2017	Printer.
Houghton Mifflin Harcourt	INTO AGA	UNITED STATES	LIVE	87701099	No. de la lace	29-Nov-2017	7.70000
Woughton Mifflin Harcourt	INTO ALGEBRA	UNITED STATES	LIVE	87701117		29-Nov-2017	
Publishing Company	INTO GEOMETRY	UNITED STATES	LIVE	87701241		29-Nov-2017	
Houghton Mifflin Harcourt Publishing Company	INTO WRITING	UNITED	LIVE	87701273		29-Nov-2017	

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Schedule A Additional Trademark Collateral

RECORDED: 05/17/2018

Owner	<u>Trademark</u>	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	INTO LITERACY	UNITED STATES	LIVE	87701016		29-Nov-2017	
Houghton Mifflin Harcourt Publishing Company	SAXON EARLY LEARNING	UNITED STATES	LIVE	87680501	- American Police Control of the Con	10-Nov-2017	The inventor
Houghton Mifflin Harcourt Publishing Company	НМН	China	LIVE	22772051		08-Feb-2017	The second secon
Houghton Mifflin Harcourt Publishing Company	INTO SOCIAL STUDIES	UNITED STATES	LIVE	87708209	a reconstitution	05-Dec-2017	PF IMAGE.
Houghton Mifflin Harcourt Publishing Company	INTO FRENCH	UNITED STATES	LIVE	87708245		05-Dec-2017	
Houghton Mifflin Harcourt Publishing Company	INTO SPANISH	UNITED STATES	LIVE	87708255		05-Dec-2017	, we will be a second of the s

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