

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (NOTES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		02/04/2020	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: 7			
Property Type	Number	Word Mark	
Serial Number:	88687078	ETCH	
Serial Number:	88687104	ETCH	
Serial Number:	88699737	HMH INTO SCIENCE	
Serial Number:	88699728	HMH INTO SCIENCE	
Serial Number:	88699710	HMH INTO SCIENCE	
Serial Number:	88730697	THE OREGON TRAIL	
Serial Number:	88732098	THE OREGON TRAIL	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>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.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	SOPHIA ZANDER		
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		

CH \$190.00 88687078

NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	02/20/2020
Total Attachments: 5 source=0 - HMM Trademark Security Agreement Supplement Q4 2019 (Notes)#page1.tif source=0 - HMM Trademark Security Agreement Supplement Q4 2019 (Notes)#page2.tif source=0 - HMM Trademark Security Agreement Supplement Q4 2019 (Notes)#page3.tif source=0 - HMM Trademark Security Agreement Supplement Q4 2019 (Notes)#page4.tif source=0 - HMM Trademark Security Agreement Supplement Q4 2019 (Notes)#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "*Trademark Security Agreement Supplement*") dated February 4, 2020, 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 Security Agreement referred to below).

WHEREAS, Houghton Mifflin Harcourt Company, a corporation organized under the laws of the State of Delaware ("*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 "*Issuers*" and each an "*Issuer*"), and certain subsidiaries of Holdings, have entered into an Indenture dated as of November 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Indenture*"), with as U.S. Bank National Association as Trustee, Citibank, N.A., as Collateral Agent, and the Guarantors party thereto. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, pursuant to the Indenture, each Grantor has executed and delivered that certain Notes Collateral Agreement dated November 22, 2019, made by the Grantors 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 November 22, 2019 (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 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. 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 following (the "*Additional Trademark Collateral*"):

(a) all Trademark and service mark registrations and applications, including those 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;

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, for such damages.

Section 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.

Section 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 Trademark 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.

Section 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.

[Signature Page Follows]

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:

Houghton Mifflin Harcourt Company

125 High Street

Boston, Massachusetts 02110

Attn: General Counsel, with a copy to Treasurer and
Assistant Treasurer

Schedule A

Trademarks

HMH TRADEMARK UPDATES TO SCHEDULE from October 1, 2019 thru December 31, 2019

New Applications

<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	ETCH	UNITED STATES	LIVE	88687078		11-Nov-2019	
Houghton Mifflin Harcourt Publishing Company	ETCH	UNITED STATES	LIVE	88687104		11-Nov-2019	
Houghton Mifflin Harcourt Publishing Company	HMH INTO SCIENCE	UNITED STATES	LIVE	88699737		20-Nov-2019	
Houghton Mifflin Harcourt Publishing Company	HMH INTO SCIENCE	UNITED STATES	LIVE	88699728		20-Nov-2019	
Houghton Mifflin Harcourt Publishing Company	HMH INTO SCIENCE	UNITED STATES	LIVE	88699710		20-Nov-2019	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	UNITED STATES	LIVE	88730697		17-Dec-2019	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	UNITED STATES	LIVE	88732098		18-Dec-2019	

TRADEMARK

Applications that have received Federal Trademark Registration:

<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	LITERACY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88253533	5,898,936	08-Jan-2019	29-Oct-2019
Houghton Mifflin Harcourt Publishing Company	LITERACY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88253500	5,898,935	08-Jan-2019	29-Oct-2019
Houghton Mifflin Harcourt Publishing Company	LITERACY SOLUTIONS	UNITED STATES	LIVE	88356577	5,905,570	26-Mar-2019	05-Nov-2019
Houghton Mifflin Harcourt Publishing Company	LITERACY SOLUTIONS	UNITED STATES	LIVE	88247024	5,910,773	02-Jan-2019	12-Nov-2019
Houghton Mifflin Harcourt Publishing Company	VERSIFY & DESIGN	UNITED STATES	LIVE	87923338	5,933,018	16-May-2018	10-Dec-1029
Houghton Mifflin Harcourt Publishing Company	HMH INTO LITERATURE	UNITED STATES	LIVE	87700986	5,927,216	29-Nov-2017	3-Dec-2019
Houghton Mifflin Harcourt Publishing Company	INTO AGA	UNITED STATES	LIVE	87699296	5,932,671	28-Nov-2017	10-Dec-2019
Houghton Mifflin Harcourt Publishing Company	INTO MATH	UNITED STATES	LIVE	87685520	5,938,619	15-Nov-2017	17-Dec-2019
Houghton Mifflin Harcourt Publishing Company	HMH INTO READING	UNITED STATES	LIVE	87685640	5,938,620	15-Nov-2017	17-Dec-2019

TRADEMARK