

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		10/16/2020	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: 2			
Property Type	Number	Word Mark	
Serial Number:	90017940	HMH ANYWHERE	
Serial Number:	90203002	FAMILY ROOM	
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:	6508383743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 LEXINGTON AVENUE		
Address Line 2:	INTELLECTUAL PROPERTY DOCKETING		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35609/33		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	10/27/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Trademark Security Agreement Supplement**”) dated October 16, 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 Credit 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 “**Borrowers**” and each a “**Borrower**”), and certain subsidiaries of Holdings, have entered into a Second Amended and Restated Revolving Credit Agreement dated as of November 22, 2019 (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 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, each Grantor has executed and delivered that certain Second Amended and Restated Revolving Facility Guarantee and 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 hereby 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 Trademark and any other applicable government officer to record this Trademark Security Agreement Supplement.

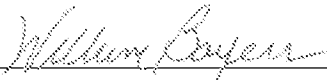
Section 3 Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, 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 July 1, 2020 to September 30, 2020

New Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	HMH ANYWHERE	United States		90017940	19-Aug-2020		
Houghton Mifflin Harcourt Publishing Company	FAMILY ROOM	United States		90203002	23-Sep-2020		


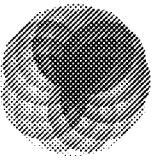



New Registrations

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	INTO ALGEBRA Class 41	United States	Registered	87699334	Nov 28 2017	6,091,415	Jun 30 2020 (Reported 9/22/20)
Houghton Mifflin Harcourt Publishing Company	INTO GEOMETRY Class 41	United States	Registered	87699349	Nov 28 2017	6,091,416	Jun 30 2020 (Reported 9/22/20)
Houghton Mifflin Harcourt Publishing Company	INTO ALGEBRA Class 16	United States	Registered	87699262	Nov 28 2017	6019365	March 24, 2020 (Reported 7/6/20)



Houghton Mifflin Harcourt Publishing Company	INTO GEOMETRY Class 16	United States	Registered	87699269	Nov 28 2017	6019366	Mar 24 2020 (Reported 7/6/20)
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Applications and/or Registrations that have been allowed to lapse

Owner	Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
Houghton Mifflin Harcourt Publishing Company	CREATING AMERICA	United States	Abandoned	75728746	15-Jun-1999	2,402,896	07-Nov-2000
Houghton Mifflin Harcourt Publishing Company	MATH SOLUTIONS2GO & DESIGN	United States	Abandoned	85/740322	27-Sep-2012	4,610,328	23-Sep-2014
Houghton Mifflin Harcourt Publishing Company	OUTNUMBERED! Class 9	United States	Abandoned	74/011267	Dec 15 1989	1616866	Oct 9 1990
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 16	United Arab Emirates	Abandoned	146677	Sep 2 2010	146677	Jun 11 2012
Houghton Mifflin Harcourt Publishing Company	PINPOINT Design Classes 9, 41, 42	EUTM	Abandoned	009395237	Sep 22 2010	009395237	Mar 1 2011
Houghton Mifflin Harcourt Publishing Company	PINPOINT Design Class 9	Mexico	Abandoned	1123906	Oct 1 2010	1197286	Jan 8 2011

Houghton Mifflin Harcourt Publishing Company	PINPOINT Design Class 42 	Mexico	Abandoned	1123904	Oct 1 2010	1198434	Jan 25 2011
Houghton Mifflin Harcourt Publishing Company	PINPOINT Design Class 41 	Mexico	Abandoned	1123905	Oct 1 2010	1247121	Oct 31 2011
Houghton Mifflin Harcourt Publishing Company	PINPOINT (Stylized) & Design Class 9 	Mexico	Abandoned	1154414	Feb 11 2011	1226139	May 7 2011
Houghton Mifflin Harcourt Publishing Company	PINPOINT (Stylized) & Design Class 41 	Mexico	Abandoned	1154416	Feb 11 2011	1241918	Oct 6 2011
Houghton Mifflin Harcourt Publishing Company	PINPOINT (Stylized) & Design Class 42 	Mexico	Abandoned	1154417	Feb 11 2011	1249855	Nov 9 2011

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Houghton Mifflin Harcourt Publishing Company	PINPOINT (Stylized) & Design Class 41 	Saudi Arabia	Abandoned	143202319	Not available	1372/34	Not available
Houghton Mifflin Harcourt Publishing Company	PINPOINT (Stylized) & Design  Class 9	Saudi Arabia	Abandoned	143202320	Not available	1372/35	Not available
Houghton Mifflin Harcourt Publishing Company	PINPOINT (Stylized) & Design  Class 42	Saudi Arabia	Abandoned	143202318	Not available	1356/14	Not available
Houghton Mifflin Harcourt Publishing Company	INTO MATH	United States	Abandoned	876993067	21-Nov-2017		
Houghton Mifflin Harcourt Publishing Company	INTO SOCIAL STUDIES	United States	Abandoned	87708209	05-Dec-2017		
Houghton Mifflin Harcourt Publishing Company	INTO WRITING	United States	Abandoned	876992915	21-Nov-2017		
Houghton Mifflin Harcourt Publishing Company	INTO WRITING	United States	Abandoned	87699366	28-Nov-2017		
Houghton Mifflin Harcourt Publishing Company	INTO WRITING	United States	Abandoned	87701273	29-Nov-2017		

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RECORDED: 10/27/2020