

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/28/2023	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	NC1-026-06-09 (MACLEGAL), 900 W TRADE ST.
Internal Address:	Gateway Village
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6065474	BELIEVE IN WHAT'S POSSIBLE
Registration Number:	5894944	MAP
Registration Number:	3712464	MAP
Registration Number:	5493353	MAP
Registration Number:	5894945	NWEA
Registration Number:	5232717	NWEA
Registration Number:	5382066	NWEA
Registration Number:	3983889	PARTNERING TO HELP ALL KIDS LEARN
Registration Number:	4952838	NEXTERA
Registration Number:	5503766	LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM
Registration Number:	5503765	LEVEL 12

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

TRADEMARK

REEL: 008057 FRAME: 0175

900769938

OP \$290.00 6065474

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 05/02/2023

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of April 28, 2023 (this “**Trademark Security Agreement**”), by Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation, (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Harbor Holding Corp., a Delaware corporation (“**Holdings**”), Houghton Mifflin Harcourt Company, a Delaware corporation (“**HMHC**”), the other Grantors party thereto and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of the Grantor:

(a) registered United States Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

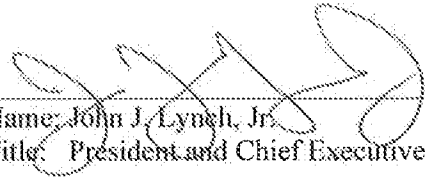
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


[Signature pages follow.]

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By:


Name: John J. Lynch, Jr.
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Kyle D Harding
Title: Vice President

Schedule I
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FIRST LIEN TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Use Applications

Registrations:

Trademark	Owner	Filing Date	Reg. No./Application No.	Reg. Date	PTO Status
BELIEVE IN WHAT'S POSSIBLE	Houghton Mifflin Harcourt Publishing Company	16-Apr-2019	6065474	26-May-2020	REGISTERED
MAP	Houghton Mifflin Harcourt Publishing Company	27-Feb-2019	5894944	29-Oct-2019	REGISTERED
MAP	Houghton Mifflin Harcourt Publishing Company	16-Apr-2007	3712464	17-Nov-2009	REGISTERED
MAP (stylized)	Houghton Mifflin Harcourt Publishing Company	31-Mar-2017	5493353	12-Jun-2018	REGISTERED
NWEA	Houghton Mifflin Harcourt Publishing Company	27-Feb-2019	5894945	29-Oct-2019	REGISTERED
NWEA	Houghton Mifflin Harcourt Publishing Company	27-Jan-2017	5232717	27-Jun-2017	REGISTERED
NWEA (Stylized)	Houghton Mifflin Harcourt Publishing Company	23-Nov-2016	5382066	16-Jan-2018	REGISTERED
PARTNERING TO HELP ALL KIDS LEARN	Houghton Mifflin Harcourt Publishing Company	26-Apr-2010	3983889	28-Jun-2011	REGISTERED
NEXTERA	Houghton Mifflin Harcourt Publishing Company	07-Apr-2015	4952838	03-May-2016	REGISTERED
LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM	Houghton Mifflin Harcourt Publishing Company	18-Aug-2016	5503766	26-Jun-2018	REGISTERED
LEVEL 12	Houghton Mifflin Harcourt Publishing Company	18-Aug-2016	5503765	26-Jun-2018	REGISTERED