

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/28/2023	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 S Dearborn, IL 1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6065474	BELIEVE IN WHAT'S POSSIBLE	
<b>Registration Number:</b>	5894944	MAP	
<b>Registration Number:</b>	3712464	MAP	
<b>Registration Number:</b>	5493353	MAP	
<b>Registration Number:</b>	5894945	NWEA	
<b>Registration Number:</b>	5232717	NWEA	
<b>Registration Number:</b>	5382066	NWEA	
<b>Registration Number:</b>	3983889	PARTNERING TO HELP ALL KIDS LEARN	
<b>Registration Number:</b>	4952838	NEXTERA	
<b>Registration Number:</b>	5503766	LEVEL 12 ENTERPRISE ASSESSMENT PLATFORM	
<b>Registration Number:</b>	5503765	LEVEL 12	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		

OP \$290.00 6065474

**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:** 05/03/2023

**Total Attachments: 6**

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source=HMH - Trademark Security Agreement (2L) (April 2023) (4894-2817-3152-1) Cover Sheet#page2.tif  
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source=HMH - Trademark Security Agreement (2L) (April 2023) (4894-2817-3152-1) Cover Sheet#page4.tif  
source=HMH - Trademark Security Agreement (2L) (April 2023) (4894-2817-3152-1) Cover Sheet#page5.tif  
source=HMH - Trademark Security Agreement (2L) (April 2023) (4894-2817-3152-1) Cover Sheet#page6.tif

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This Second 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 JPMORGAN CHASE BANK, 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 Second 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.

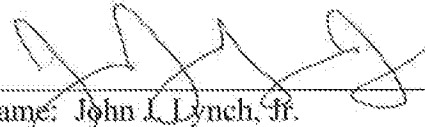
SECTION 6. Intercreditor Agreement.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to Bank of America, N.A., as administrative agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern and control.

[Signature pages follow.]

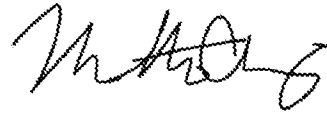
HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

By: \_\_\_\_\_

  
Name: John L. Lynch, Jr.

Title: President and Chief Executive Officer

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent



By: \_\_\_\_\_

Name: Matthew Cheung

Title: Vice President

**Schedule I**  
to  
**SECOND 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