

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		12/29/2004	a Bank:

RECEIVING PARTY DATA

Name:	Houghton Mifflin Company
Street Address:	222 Berkeley Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1458087	CAREER FINDER
Registration Number:	2048204	CAREER-O-ROM-A
Registration Number:	2176953	CAREER CARAVAN
Registration Number:	2178644	CAREER ADVENTURES
Registration Number:	2173174	PEOPLE AT WORK
Registration Number:	2173180	COLLEGE NEXT!
Registration Number:	1894840	COLLEGE FINDER
Registration Number:	2117046	FINANCIAL AID FINDER
Registration Number:	2051415	HYPER-HANDBOOK

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7145401235
 Email: ipdocket@lw.com

OP \$240.00 1458087

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Patricia A. Conner
Signature:	/Patricia A. Conner/
Date:	12/30/2004

Total Attachments: 5
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PARTIAL RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL

This PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of December 29, 2004, is made by Canadian Imperial Bank of Commerce, as Collateral Trustee (the "Collateral Trustee") under the Security Agreement referred to below.

WHEREAS, Houghton Mifflin Company (the "Borrower") and the Collateral Trustee entered into that certain Credit and Guaranty Agreement, dated as of December 30, 2002, as amended and restated as of March 5, 2003 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"; terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement), among the Borrower, the Collateral Trustee and the various financial institutions party thereto as lenders thereunder, pursuant to which Credit Agreement the lenders made credit extensions to the Borrower;

WHEREAS, the Borrower and State Street Bank and Trust Company, as successor Trustee, entered into that certain Indenture, dated as of March 15, 1994, as supplemented by the First Supplemental HM Indenture dated as of July 27, 1995, the Second Supplemental HM Indenture dated as of December 30, 2002 and the Third Supplemental HM Indenture dated as of February 7, 2003 (as further amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "HM Indenture") pursuant to which, among other things, the Borrower issued certain senior notes;

WHEREAS, in connection with the Credit Agreement and the HM Indenture, and pursuant to that certain Pledge and Security Agreement, dated as of December 30, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") and that certain Grant of Security Interest in Trademark Rights, dated as of December 30, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Grant"), the Borrower granted security interests in certain intellectual property owned by the Borrower;

WHEREAS, the Grant was recorded in the U.S. Patent and Trademark Office on January 16, 2003 on reels and frame no. 2597/0335;

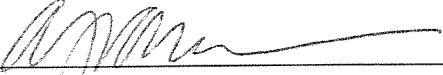
WHEREAS, the Borrower and the Collateral Trustee seek to release only the trademarks listed on Annex I attached hereto (collectively, the "Released Trademark Collateral"); and

NOW THEREFORE, the Collateral Trustee hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Released Trademark Collateral, whether granted pursuant to the Grant or any other agreement or document delivered in connection with the Credit Agreement, and the Collateral Trustee hereby reassigns any and all such right, title and interest (if any) that the Collateral Trustee may have in the Released Trademark Collateral to the Borrower.

The Collateral Trustee agrees, at the Borrower's expense, to cooperate with the Borrower and its Subsidiaries and to provide the Borrower and its Subsidiaries with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Trustee's security interest in the released collateral described herein.

IN WITNESS WHEREOF, the Collateral Trustee has executed this Release as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Trustee


By: 
Name: April Varner
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 29th day of December, 2004 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared April Varner to me known personally, and who, being by me duly sworn, deposes and says that s/he is the Authorized Signatory of the Collateral Trustee as described in and which executed the above instrument, and s/he has been authorized to execute said instrument on behalf of said entity pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Notary Public
My commission expires:

SABINE WINTON
Notary Public, State of New York
No. 01048834021
Qualified in Kings County
Commission Expires October 3, 2006

ANNEX I

CAREER FINDER	Reg # 1,458,087
CAREER-O-ROM-A	Reg # 2,048,204
CAREER CARAVAN	Reg # 2,176,953
CAREER ADVENTURES	Reg # 2,178,644
PEOPLE AT WORK	Reg # 2,173,174
COLLEGE NEXT!	Reg # 2,173,180
COLLEGE FINDER	Reg # 1,894,840
FINANCIAL AID FINDER	Reg # 2,117,046
HYPER-HANDBOOK	Reg # 2,051,415

NY982051

RECORDED: 12/30/2004

**TRADEMARK
REEL: 002999 FRAME: 0715**