

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Canadian Imperial Bank of Commerce Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership            <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other: Canadian National Banking Association</p> <p>Additional name(s) of conveying party(ies) attached?            <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Houghton Mifflin Company</u></p> <p>Internal Address: Street Address: <u>222 Berkley Street</u></p> <p>City: <u>Boston</u> State: <u>MA</u>                                  Zip: <u>02116</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input checked="" type="checkbox"/> Corporation-State: <u>Massachusetts</u>  <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:            <input type="checkbox"/> Yes  <input type="checkbox"/> No  <small>(Designations must be a separate document from assignment)</small>  Additional name(s) &amp; address(es) attached?            <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>
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3. Nature of Conveyance:

Assignment                                   Merger  
 Security Agreement                       Change of Name  
 Other: Release of Security Interests

Execution Date: January 23, 2006

4. Application Number(s) or Registration Number(s):


<p>A. Trademark Application No.(s): 76/441,928 76/441,930 76/441,925 76/442,149</p>	<p>B. Trademark Registration No.(s): 1,937,941            2,848,612            2,889,783 2,333,565            2,933,614            2,884,853 2,359,252            2,860,946            2,882,491 2,848,613            3,024,069</p>
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Additional numbers attached?             Yes             No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Erin Dugan, IP Paralegal</u></p> <p>Internal Address: <u>Atty. Dkt.: BCCI-216-010</u> Street Address: <u>Ropes &amp; Gray LLP</u> <u>One International Place</u></p> <p>City: <u>Boston</u>                      State: <u>MA</u>                      Zip: <u>02110-2624</u></p>	<p>6. Total Number of applications and registrations involved:                                  <u>15</u></p> <p>7. Total fee (37 CFR 3.41)                      \$                      <u>390.00</u></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account  <input type="checkbox"/> Authorized to be charged to credit card  <small>(Form 2038 enclosed)</small></p> <p>8. Deposit account number:                      <u>18-1945</u>  <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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**DO NOT USE THIS SPACE**

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Xuqiong Wu, Esq.                                                                    Jan. 23, 2006  
Name of Person Signing                                  Signature                                  Date

Total number of pages including cover sheet, attachments, and document:

CH \$390.00 181945 76441928

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF TRADEMARKS is dated as of January 23, 2006 by Canadian Imperial Bank of Commerce Inc., in its capacity as Administrative Agent and Collateral Trustee for Lenders under the Credit Agreement (as hereinafter defined) ("Agent"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement.

WHEREAS, the Agent and Houghton Mifflin Company (the "Company"), entered into that certain Credit Agreement dated as of March 5, 2003, as amended by Amendment No. 1, dated as of October 3, 2003 and by Amendment No. 2, dated as of November 22, 2005, and as further amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement, Company executed and delivered, among other things, certain security documents (collectively, the "Security Documents") to secure the complete and timely payment and satisfaction of the obligations under the Credit Agreement;

WHEREAS, the Security Documents granted Agent a security interest in certain of the Borrower's assets, including, without limitation, the Trademarks listed on Schedule I (the "Trademarks") attached hereto;

WHEREAS, Agent recorded the Security Documents at the Assignment Branch of the United States Patent and Trademark Office. Information relating to the date of recordation, the Reel and Frame where the recordations can be located, and the properties involved are identified on Schedule I attached; and

WHEREAS, Company has received a Limited Waiver from the Lenders which permits the Company to release certain assets and Company has requested that Agent release all of its security interests in such assets, including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Effective upon the date hereof, Agent, on behalf of the Lenders, hereby, without representation, warranty or recourse, fully releases and terminates its security interests in and liens on:

(a) all of Company's now existing or hereafter acquired right, title and interest in and to the Trademarks and (i) any renewals, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Company's business connected with the use of or symbolized by the Trademarks; and

(c) any and all products and proceeds of any of the foregoing, including, without limitation, (i) any claims by Company against third parties for past, present or future infringement of the Trademarks or of any license with respect thereto; or (ii) injury to the goodwill associated with the Trademarks or any license with respect thereto.

Agent further agrees, at the sole cost and expense of Company, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

Canadian Imperial Bank of Commerce, as Agent

By:   
Name: George Knight  
Title: Canadian Imperial Bank of Commerce  
**Authorized Signatory**

## SCHEDULE I

TO

## RELEASE OF TRADEMARK MORTGAGES

Trademark	Serial No./Filing Date	Reg. No./Reg. Date	Recording Information
CAT & Design	74/520,821 Filed 5/9/94	1,937,941 11/28/95	Recording date: 1/16/03 Reel/frame: 2597/0335
CAT GLOBAL	75/311,550 Filed 6/19/97	2,333,565 3/21/00	Recording date: 1/16/03 Reel/frame: 2597/0335
WE TEST THE WORLD	75/515,243 Filed 7/8/98	2,359,252 6/20/00	Recording date: 1/16/03 Reel/frame: 2597/0335
PROMISSOR	76/429,256 Filed 7/10/02	2,848,612 6/1/04	Recording date: 1/16/03 Reel/frame: 2597/0335
PROMISSOR	76/429,269 Filed 7/10/02	2,933,614 3/15/05	Recording date: 1/16/03 Reel/frame: 2597/0335
PROMISSOR	76/429,270 Filed 7/10/02	2,860,946 7/6/04	Recording date: 1/16/03 Reel/frame: 2597/0335
PROMISSOR	76/429,271 Filed 7/10/02	2,848,613 6/1/04	Recording date: 1/16/03 Reel/Frame: 2597/0335
P Design in Circle	76/441,927 Filed 8/16/02	2,884,853 9/14/04	Recording date: 1/16/03 Reel/frame: 2597/0335
P Design in Circle	76/442,489 Filed 8/16/02	2,889,783 9/28/04	Recording date: 1/16/03 Reel/frame: 2597/0335
KNOWLEDGE BEYOND DOUBT	76/441,926 Filed 8/16/02	2,882,491 9/7/04	Recording date: 1/16/03 Reel/frame: 2597/0335
P Design in Circle	76/442,148 Filed 8/16/02	3,024,069 12/6/05	Recording date: 1/16/03 Reel/frame: 2597/0335
P Design in Circle	76/441,928 Filed 8/16/02		Recording date: 1/16/03 Reel/frame: 2597/0335
KNOWLEDGE BEYOND DOUBT	76/441,930 Filed 8/16/02		Recording date: 1/16/03 Reel/frame: 2597/0335
KNOWLEDGE BEYOND DOUBT	76/441,925 Filed 8/16/02		Recording date: 1/16/03 Reel frame: 2597/0335
KNOWLEDGE BEYOND DOUBT	76/442,149 Filed 8/16/02		Recording date: 1/16/03 Reel/frame: 2597/0335