

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|----------------------------|
| Houghton Mifflin Harcourt Publishing Company | | 05/30/2008 | CORPORATION: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|-------------------|--------------------------|
| Name: | Cengage Learning, Inc. |
| Street Address: | 200 First Stamford Place |
| Internal Address: | 4th Floor |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06902 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------|
| Registration Number: | 2060454 | BIBLIOBASE |
| Registration Number: | 2063454 | BIBLIOBASE |
| Registration Number: | 2080116 | KEYTAB |
| Registration Number: | 2267215 | EDUSPACE |
| Registration Number: | 2640297 | LAHASKA PRESS |
| Registration Number: | 2678779 | LAHASKA PRESS |
| Registration Number: | 3315422 | WRITESPACE |
| Serial Number: | 76682829 | TOTAL PRACTICE ZONE |

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

TRADEMARK

REEL: 003788 FRAME: 0683

900108105

OP \$215.00 2060454

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

092857/0002

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/ml/

Date:

06/04/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") dated as of May 30, 2008 (the "Effective Date"), is by and between Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation, (the "Assignor") and Cengage Learning, Inc., a Delaware corporation (the "Assignee").

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement dated November 30, 2007 by and between Assignor and Assignee (the "Purchase Agreement"), Assignor wishes to assign to Assignee the trademarks and domain names listed on Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby, the registrations and applications for registration thereof and rights of renewal and extension thereof, all common-law rights related thereto and all causes of action and rights of recovery for infringements, dilutions or violations of the foregoing prior to the Effective Date (the "Trademarks").

2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the domain names listed on Schedule A hereto, any intellectual property rights in such domain names, including the goodwill of the business symbolized thereby, and any associated numerical internet protocol address related thereto (the "Domain Names").

3. Each party acknowledges that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, (iii) the representations and warranties contained in the Purchase Agreement are the only representations and warranties made with respect to the Trademarks and Domain Names, and (iv) except as may be set forth in the Purchase Agreement, the Trademarks and Domain Names are being assigned, transferred and conveyed "as is."

4. The right, title and interest in and to each of the Trademarks and Domain Names are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by Assignor had this assignment not been made.

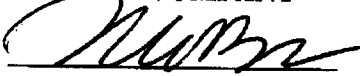
5. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the assignment herein, including any actions or documents that may be necessary to protect, secure and vest good and marketable title to the Trademarks and Domain Names in Assignee.

6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

7. This Assignment shall be governed and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By: 

Name: William F. Bayers

Title: Executive Vice President, General
Counsel and Secretary

CENGAGE LEARNING, INC.

By: _____

Name:

Title:

Date:


Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By: _____
Name: William F. Bayers
Title: Executive Vice President, General
Counsel and Secretary

CENGAGE LEARNING, INC.

By:  _____
Name: Ronald G. Dunn
Title: President & CEO
Date:

Signature Page to Trademark Assignment

SCHEDULE A

U.S. Trademark Registrations and Applications

| Trademark | Registration or Serial Number |
|--------------------------|--------------------------------------|
| BIBLIOBASE | 2,060,454 |
| BIBLIOBASE | 2,063,454 |
| KEYTAB | 2,080,116 |
| EDUSPACE | 2,267,215 |
| LAHASKA PRESS | 2,640,297 |
| LAHASKA PRESS AND DESIGN | 2,678,779 |
| WRITESPACE | 3,315,422 |
| TOTAL PRACTICE ZONE | 76/682,829 |

| Domain Names |
|--------------------------|
| adjuncts.biz |
| adjuncts.com |
| bibliobase.biz |
| bibliobase.com |
| edubase.com |
| eduspace.biz |
| eduspace.com |
| eduspacecodes.com |
| facultytraining.biz |
| facultytraining.com |
| facultytraining.info |
| geologylink.biz |
| geologylink.com |
| geologylink.info |
| keepingtherepublic.com |
| lahaskapress.com |
| prideferrel.com |
| prideferrell.com |
| springboardtosuccess.com |

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