

TRADEMARK ASSIGNMENT

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03/24/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMH Supplemental Publishers, Inc.		03/16/2010	CORPORATION
RECEIVING PARTY DATA			
Name:	Houghton Mifflin Harcourt Publishing Company		
Street Address:	222 Berkeley Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: Massachusetts		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76696022	WRITE ON COURSE	
Serial Number:	76696020	WRITE ON COURSE	
CORRESPONDENCE DATA			
Fax Number:	(781)351-1125		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	Vicki.Garbe@hmlpub.com		
Correspondent Name:	Victoria Garbe, HMH Publishing Company		
Address Line 1:	222 Berkeley Street		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Victoria Garbe		
Signature:	/Victoria Garbe/		
Date:	03/24/2010		
Total Attachments: 3 source=Trademarks Assignment#page1.tif			

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS by HMH Supplemental Publishes, Inc, a corporation organized pursuant to the laws of Delaware (Assignor) to HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY, a corporation organized pursuant to the laws of Massachusetts (Assignee).

WHEREAS, Assignor is the owner of the pending trademark "intent-to-use" applications for registration thereof in the United States Patent and Trademark Office, which pending applications are listed on Exhibit A, attached hereto and incorporated by reference herein;

WHEREAS, Assignor has intended to use the trademarks listed in Exhibit A in interstate commerce and has filed an application with the United States Patent and Trademark Office based upon its bona fide intent to use such marks in commerce, but has not yet filed a verified statement of use under 15 U.S.C. §1051(d); and

WHEREAS, Assignee is acquiring the entire business, or portion thereof, to which the trademarks listed in Exhibit A pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of Assignors right, title and interest in and to pending intent-to-use applications thereof, together with the goodwill of the business symbolized by each such trademark and the right to sue for any and all causes of action that may have accrued to Assignor up to and including the date hereof in connection with any infringement or dilution of the said trademarks.

Assignor hereby irrevocably appoints Assignee, its successors and assigns, as true and lawful attorneys of Assignor to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to effectuate the intentions hereof.

Assignor agrees to execute all such instruments and take all such actions as Assignee, being advised by counsel, shall reasonably request to secure to Assignee, its successors and assigns the rights herein assigned.

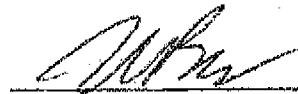
Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty it is to issue trademark registrations, to issue a Certificate of Registration for any registration resulting from the trademarks listed on the attached Exhibits A to the Assignee, its successors and assigns, in accordance with the terms of this instrument, and to deliver to the Assignee, its

attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent therewith.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Assignor has duly executed this Trademark on Assignor's behalf, to be effective as of the 16 day of March, 2010.

HMH Supplemental Publishers, Inc.

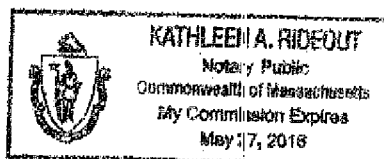



Name: William Bayers
Title: Executive Vice President,
General Counsel and Secretary

Execution Date: March 18, 2010

COMMONWEALTH OF MASSACHUSETTS)
) ss:
COUNTY OF SUFFOLK)

On this 18th day of March, 2010, before me personally came William Bayers known to me to be the EVP, General Secretary of Hawthorn Notary Public who executed the above instrument on behalf of the said corporation and acknowledged to me that the said corporation executed the same.



Notary Public

EXHIBIT A

Pending Intent-to-Use Applications

WRITE ON COURSE Serial Number: 76/696022

WRITE ON COURSE Serial Number 76/696020