TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Houghton Mifflin Harcourt Publishing Company		05/24/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3902109	HMH
Registration Number:	3911289	WRITE ON COURSE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0173
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/

OP $65.00 3902109

Date:	07/07/2011

Total Attachments: 17

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EXECUTION VERSION

AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT
(THIRD SUPPLEMENTAL FILING)

This AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT TO THE FIRST LIEN TRADEMARK SECURITY AGREEMENT (THIRD SUPPLEMENTAL FILING), dated as of May 24, 2011 (as amended, supplemented or otherwise modified from time to time, the "Third Supplemental Trademark Security Agreement"), is made by each of the undersigned (collectively, the "Grantors") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a Credit Suisse, Cayman Islands Branch) (together with its affiliates, "Credit Suisse"), as collateral agent (together with its successors, in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

WHEREAS, the Borrower (as defined below) has entered into a First Lien Credit Agreement dated as of December 12, 2007 (as amended as of March 12, 2009, as further amended as of August 13, 2009, as further amended and restated on March 9, 2010, and as may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HMH HOLDINGS (DELAWARE), INC., a corporation organized under the laws of the State of Delaware ("New Holdings"), HMH PUBLISHING COMPANY (formerly known as Riverdeep Education Limited), a company organized under the laws of the Republic of Ireland ("Holdings"), HOUGHTON MIFFLIN HARCOURT PUBLISHERS INC., a corporation organized under the laws of the State of Delaware ("HMHP"), HMH PUBLISHERS LLC, a limited liability company organized under the laws of the State of Delaware ("Publishers"), HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY, a corporation organized under the laws of the Commonwealth of Massachusetts ("HMCo", and, together with HMHP and Publishers, collectively, the "Borrower"), the lenders from time to time party thereto (the "Lenders"), CITIBANK, N.A. (as successor to Wilmington Trust FSB), as administrative agent for the Lenders, and the Collateral Agent.

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Borrower, New Holdings, HMH Intermediate Holdings (Delaware), LLC, a Delaware limited liability company ("HMH Intermediate Holdings"), Holdings and each Subsidiary of Holdings from time to time party thereto (collectively, the "Subsidiary Guarantors") executed and delivered that certain First Lien Guarantee and Collateral Agreement, dated as of December 12, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Borrower, New Holdings, HMH Intermediate Holdings, Holdings and the Subsidiary Guarantors have each granted a security interest in certain assets and property, including, without limitation, all Intellectual Property, including but not limited to after-acquired Intellectual Property of the Borrower, New Holdings, HMH Intermediate Holdings, Holdings and the Subsidiary Guarantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Third Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, a First Lien Trademark Security Agreement was recorded on January 11, 2008 against certain United States Trademark Applications and Registrations at Reel/Frame No. 003696/0255.

WHEREAS, an After-Acquired Trademark Security Agreement to the First Lien Trademark Security Agreement (First Supplemental Filing) was recorded on August 6, 2009 against certain United States Trademark Applications and Registrations at Reel/Frame No. 4039/0413.

WHEREAS, an After-Acquired Trademark Security Agreement to the First Lien Trademark Security Agreement (Second Supplemental Filing) was recorded on March 14, 2011 against certain United States Trademark Applications and Registrations at Reel/Frame No. 4497/0650 and Reel/Frame No. 4497/0614.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantors' right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Third Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Third Supplemental Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. COUNTERPARTS. This Third Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Grantors have caused this Third Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By: _____
Name: William F. Bayers
Title: EVP and General Counsel

HMH IP COMPANY

By: _____
Name: William F. Bayers
Title: EVP and General Counsel

ADVANCED LEARNING CENTERS, INC.

By: _____
Name: William F. Bayers
Title: EVP and General Counsel

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 24 day of May ___, 2011 before me personally appeared William Bayers proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. Rideout
Notary Public

KATHLEEN A. RIDEOUT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 27, 2016

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
(F/K/A CREDIT SUISSE, CAYMAN ISLANDS BRANCH),
as Collateral Agent

By: _____
Name: Didier Siffer
Title: Authorized Signatory

By: _____
Name: Adam Zausmer
Title: Authorized Signatory

[Signature Page to Third Supplemental Trademark Security Agreement]

Annex A

Updates to After-Acquired Trademark Security Agreement Schedule

UPDATES TO SCHEDULE from January 1, 2011 to March 31, 2011

Marks that have been abandoned (these marks have been added to chart: HMH Abandoned Marks):

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Cognitive Concepts, Inc.	EAROBICS LITERACY LAUNCH	Australia	Abandoned	863583	863583	1/22/2011	4/18/2002
Cognitive Concepts, Inc.	EAROBICS LITERACY LAUNCH	European Community	Abandoned	2,073,872	2,073,872	1/24/2001	1/24/2001
HMH Supplemental Publishers, Inc.	EN PAREJAS	United States	Abandoned	75/939,763	2,423,480	3/9/2000	1/23/2001
HMH Publishers LLC	HARCOURT & design (ripple)	United States	Abandoned	75/644,740	2,423,984	2/22/1999	1/23/2001
HMH Supplemental Publishers, Inc.	REACHING HIGHER	United States	Abandoned	75/716,387	2,379,157	5/27/1999	8/22/2000

Mark that has moved from application to registration (any new information has been added to "Schedule 1 to After-Acquired Trademark Security Agreement"):

Owner	Trademark	Country	Application/ Registration Number	Application/ Registration Date
Houghton Mifflin Harcourt Publishing Company	HMH	United States	77/980,818 3,902,109	11/27/2007 1/4/2011
Houghton Mifflin Harcourt Publishing Company	WRITE ON COURSE	United States	76/696,020 3911289	2/27/2009 1/25/2011

New Applications (any new information has been added to "Schedule 1 to After-Acquired Trademark Security Agreement"):

There were no new applications filed in this period.

Updates to After-Acquired Trademark Security Agreement Schedule
Changes by Quarter

UPDATES TO SCHEDULE from December 31, 2010 to April 13, 2011

Trademark that has received federal registration

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	WRITE ON COURSE	United States	Registered	76/696,020	3,911,289	2/27/2009	1/25/2011

Houghton Mifflin Harcourt Publishing Company
PINPOINT & Design Filing Tracking Chart

COUNTRY	MARK	CLS.	APP. NO.	APP. DATE	COMMENTS
Bahrain	Pinpoint	9	85718	3/28/2011	Pending
Bahrain	Pinpoint	41	85719	3/28/2011	Pending
Bahrain	Pinpoint	42	85720	3/28/2011	Pending
Brazil	Pinpoint	9			Filed, awaiting issuance of application number.
Brazil	Pinpoint	41			Filed, awaiting issuance of application number.
Brazil	Pinpoint	42			Filed, awaiting issuance of application number.
Canada	Pinpoint	9, 41, 42	1514066	2/7/2011	Pending
China	Pinpoint	9	9114168	2/9/2011	Pending

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Houghton Mifflin Harcourt Publishing Company
PINPOINT & Design Filing Tracking Chart

COUNTRY	MARK	CLS.	APP. NO.	APP. DATE	COMMENTS
China	Pinpoint	41	9114169	2/9/2011	Pending
China	Pinpoint	42	9114167	2/9/2011	Pending
CTM (coverage extends to 27 member states including the UK, Ireland, France, Germany, Greece, Italy, Portugal, Spain, the Czech and Slovak Republics, Latvia, Lithuania, Poland)	Pinpoint	9, 41, 42	9721366	2/8/2011	Pending
India	Pinpoint	9		2/7/2011	Filed, awaiting issuance of application number.
India	Pinpoint	41		2/7/2011	Filed, awaiting issuance of application number.
India	Pinpoint	42		2/7/2011	Filed, awaiting issuance of application number.

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Houghton Mifflin Harcourt Publishing Company
PINPOINT & Design Filing Tracking Chart

COUNTRY	MARK	CLS.	APP. NO.	APP. DATE	COMMENTS
Jordan	Pinpoint	9		2/8/2011	Filed, awaiting issuance of application number.
Jordan	Pinpoint	41		2/8/2011	Filed, awaiting issuance of application number.
Jordan	Pinpoint	42		2/8/2011	Filed, awaiting issuance of application number.
Korea	Pinpoint	9, 41, 42	45-2011-0000459	2/7/2011	Pending
Kuwait	Pinpoint	9	118247	2/8/2011	Pending
Kuwait	Pinpoint	41	118248	2/8/2011	Pending
Kuwait	Pinpoint	42	118249	2/8/2011	Pending
Lebanon	Pinpoint	9, 41, 42			Instructed, agent confirmed receipt

Houghton Mifflin Harcourt Publishing Company
PINPOINT & Design Filing Tracking Chart

COUNTRY	MARK	CLS.	APP. NO.	APP. DATE	COMMENTS
Mexico	Pinpoint	9	1154414	2/11/2011	Pending
Mexico	Pinpoint	41	1154416	2/11/2011	Pending
Mexico	Pinpoint	42	1154417	2/11/2011	Pending
Oman	Pinpoint	9	66795	2/7/2011	Pending
Oman	Pinpoint	41	66796	2/7/2011	Pending
Oman	Pinpoint	42	66797	2/7/2011	Pending
Qatar	Pinpoint	9	66322	2/6/2011	Pending
Qatar	Pinpoint	41	66323	2/6/2011	Pending

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Houghton Mifflin Harcourt Publishing Company
PINPOINT & Design Filing Tracking Chart

COUNTRY	MARK	CLS.	APP. NO.	APP. DATE	COMMENTS
Qatar	Pinpoint	42	66324	2/6/2011	Pending
Saudi Arabia	Pinpoint	9	164558	2/6/2011	Pending
Saudi Arabia	Pinpoint	41	164559	2/6/2011	Pending
Saudi Arabia	Pinpoint	42	164560	2/6/2011	Pending
Taiwan	Pinpoint	9, 41, 42	100006514	2/10/2011	Pending
UAE	Pinpoint	9, 41, 42			Filed, awaiting issuance of application number.

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Trademarks Acquired from Advanced Learning Centers, Inc.

Trademarks:

TITLE	Record Owner	Application Date	Registration Date	Serial #	Registration #
Unwrapping the Standards	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center	9/25/09	4/27/10	77835271	3781124
Unwrapping the Standards	The Leadership and Learning Center CORPORATION.	3/12/09	4/13/10	77689934	3774149
Five Easy Steps	The Leadership and Learning Center CORPORATION	3/25/09	2/2/10	77699378	n/a
Engaging Classroom Assessments	The Leadership and Learning Center CORPORATION	3/25/09	1/26/10	77699397	3743480
Data Teams	The Leadership and Learning Center CORPORATION	3/26/09	4/13/10	77700252	3774191
Common Formative Assessment	The Leadership and Learning Center CORPORATION	3/26/09	1/26/10	77700204	3743481
Decision Making for Results	The Leadership and Learning Center CORPORATION	3/26/09	9/29/09	77700232	3689369
The Leadership and Learning Center	The Leadership and Learning Center CORPORATION	3/25/09	8/10/10	77699361	3833145
Power Standards	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/16/09	TBD	77850721	n/a
Effective Grading Practices	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/27/09	12/7/10	77858283	3888250

Writing to Learn	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/27/09	TBD	77858254	n/a
Leadership Performance Coaching	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	9/28/09	TBD	77876547	n/a
Ready for Anything	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/27/09	TBD	77858294	n/a
Vocabulary for Academic Success	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/27/09	9/14/10	77858497	3849095
Power Strategies for Effective Teaching	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/16/09	TBD	77850693	n/a
Power Strategies for Response to Intervention	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	9/29/09	TBD	77837513	n/a
Leadership Maps	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	9/28/09	TBD	77836406	n/a
Leadership Performance Matrix	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	9/29/09	TBD	77837349	n/a
Change Readiness Assessment	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/14/09	TBD	77848295	n/a

Implementation Audit	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	9/28/09	TBD	77836493	n/a
Implementation Review	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	10/14/09	TBD	77848235	n/a
90/90/90 Schools	Advanced Learning Centers, Inc. DBA The Leadership and Learning Center CORPORATION	9/29/09	TBD	77837413	n/a

Updates to After-Acquired Trademark Security Agreement Schedule

UPDATES TO SCHEDULE from April 1, 2011 to May 24, 2011

Marks that have been abandoned (these marks have been added to chart: HMH Abandoned Marks):

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
CLASSROOM CONNECT INC.	CONNECTED TECH	United States	Abandoned	76/497,297	2,890,837	3/14/2003	10/5/2004
HMH PUBLISHERS LLC	HARCOURT	United States	Abandoned	75/536,762	2,403,228	8/14/1998	11/14/2000
HMH PUBLISHERS LLC	HARCOURT & design (ripple)	United States	Abandoned	75/644,742	2,451,688	2/22/1999	5/15/2001
HMH PUBLISHERS LLC	HARCOURT & design (ripple)	United States	Abandoned	75/644,741	2,394,253	2/22/1999	10/10/2000

Mark that has moved from application to registration (any new information has been added to "Schedule 1 to After-Acquired Trademark Security Agreement"):

No marks moved from application to registration in this time period.

New Applications (any new information has been added to "Schedule 1 to After-Acquired Trademark Security Agreement"):

There were no new applications filed in this period.

HMH Transferred marks:

No marks have been transferred in this time period.

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RECORDED: 07/07/2011