

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in and Lien on Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		09/30/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HMH Publishing Company Limited		
Street Address:	222 Berkeley Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02166		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1810528	KID PIX	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0364		
Email:	mcarbullido@paulweiss.com, aashville@paulweiss.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mitchel R. Carbullido		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19093-003		
NAME OF SUBMITTER:	Mitchel R. Carbullido		
Signature:	/Mitchel R. Carbullido/		
Date:	10/05/2011		

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Total Attachments: 4

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Release of Security Interest in and Lien on Trademarks

This Release of Security Interest in and Lien on Trademarks ("Release"), dated as of September 30, 2011, is made by Citibank, N.A. ("Agent") in favor of HMH Holdings (Delaware), Inc., HMH Publishing Company, Houghton Mifflin Harcourt Publishers Inc., HMH Publishers LLC, Houghton Mifflin Harcourt Publishing Company and certain subsidiaries of HMH Publishing Company Limited (collectively, "Grantors"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Collateral Agreement (as defined below).

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, dated as of December 12, 2007 (as amended, restated, supplemented or otherwise modified), among Grantors and Credit Suisse AG, Cayman Islands Branch (f/k/a Credit Suisse, Cayman Islands Branch ("Original Agent"), as collateral agent (the "Collateral Agreement"), Grantors granted to Original Agent for the benefit of the Secured Parties (as defined in the Collateral Agreement) a security interest in and lien on (the "Security Interest") all right, title and interest of the Grantors in those trademark registrations and applications set forth on Schedule A attached hereto (the "Trademarks"), which Security Interest was recorded in the United States Patent and Trademark Office on January 13, 2008 at Reel 3695, Frame 0110; and on January 14, 2008 at Reel 3695, Frame 0679;

WHEREAS, pursuant to that Assignment of Security Interest in Trademarks, dated July 25, 2011, between Original Agent and Agent, Original Agent assigned all of its rights in the Security Interest to Agent, which Assignment of Security Interest in Copyrights was recorded in the United States Patent and Trademark Office on September 23, 2011 (Reel and Frame numbers not yet available);

WHEREAS, Houghton Mifflin Harcourt Publishing Company and a third party have entered into or are contemplating to enter into a certain Asset Purchase Agreement ("APA") pursuant to which, among other things, Houghton Mifflin Harcourt Publishing Company will sell and assign to the third party the Copyrights (the "Transaction"); and

WHEREAS, pursuant to the terms of the Collateral Agreement and in connection with the Transaction, Agent has agreed to release any and all security interest in and lien on the Trademarks held by Agent for the benefit of the Secured Parties.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Grantors, as follows:

In anticipation of the Transaction, Agent does hereby release, relinquish and discharge to the Grantors its security interest in, to and under the Trademarks; provided, that this Release shall not be effective until the Closing Date (as defined in the APA).

This Release may be executed by one or more of the parties to this Release on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Release signed by all the parties shall be lodged with the Grantor and the Secured Parties.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

Citibank, N.A., as Collateral Agent

By: Matthew S. Burke
Name: Matthew S. Burke
Title: Vice President

[Signature page to Release of Security Interest in and Lien on Trademarks]

SCHEDULE A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
KID PIX	74289094 June 29, 1992	1810528 December 14, 1993