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
HMH Consumer Company		09/30/2011	CORPORATION: IRELAND

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: 1

Property Type	Number	Word Mark
Registration Number:	1810528	KID PIX

CORRESPONDENCE DATA

Fax Number: (617)351-1125
Email: vicki.garbe@hmhpub.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Victoria Garbe
Address Line 1: 222 Berkeley Street`
Address Line 4: Boston, MASSACHUSETTS 02492

NAME OF SUBMITTER:	Victoria Garbe
Signature:	/Victoria Garbe/
Date:	10/12/2011

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into this 30th day of September, 2011, by and between HMH Consumer Company, an Ireland corporation (hereinafter, "Assignor") and Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (hereinafter, "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the registered trademarks set forth on Schedule A, attached hereto, and of all of the goodwill of the business appurtenant thereto (collectively the "Trademarks");

In consideration of the good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby covenant and agree as follows:

1. Assignor hereby assigns, transfers and conveys unto the Assignee Assignor's entire right, title and interest in and to the Trademarks and in and to all of the goodwill appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the reasonable request of the Assignee, and at Assignee's cost, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, and to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

<End of page; next page is the signature page.>

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR

HMH CONSUMER COMPANY

By: _____
Name: EVP, Secretary + General Counsel
Title: William F. Bayers

ASSIGNEE

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By: _____
Name: William F. Bayers
Title: EVP, Secretary + General Counsel

CERTIFICATE OF ACKNOWLEDGMENT

Commonwealth/State of Mass.)

County: Suffolk)

On this 30th day of September, 2011, before me, the undersigned notary public, personally appeared William F. Bayers, Exec. V.P., Sec + G.C. of HMH Consumer Company, proved to me through satisfactory evidence of identification, which was (personally known to me), to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

_____
Notary Public

Joyce M. Laidley
Print or Stamp Name of Notary

_____
My Commission Expires

JOYCE M. LAIDLEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 9, 2012

BOS 883946.1

CERTIFICATE OF ACKNOWLEDGMENT

Commonwealth of Massachusetts)

Suffolk County)

On this 30th day of September, 2011, before me, the undersigned notary public, personally appeared William F. Beyers, Exec. V.P., Sec + G.C. of Houghton Mifflin Harcourt Publishing Company, proved to me through satisfactory evidence of identification, which was (personally known to me), to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

Joyce M. Laidley
Notary Public

Joyce M. Laidley
Print or Stamp Name of Notary

My Commission Expires

JOYCE M. LAIDLEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 9, 2012

BOS 883946.1

Schedule A

Mark	Country	Type	Class	Reg. No.	Reg. Date
Kid Pix	United States	Live	9	1810528	12/14/1993
Kid Pix	Japan	Live	9	4145397	05/15/1998