

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interests In Trademark Rights Previously Assigned at Reel/Frame (4629/0911)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Successor Collateral Agent		04/03/2012	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Cengage Learning, Inc.
<b>Street Address:</b>	200 First Stamford Place
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2060454	BIBLIOBASE
Registration Number:	2063454	BIBLIOBASE
Registration Number:	2267215	EDUSPACE
Registration Number:	2080116	KEYTAB
Registration Number:	3712372	TOTAL PRACTICE ZONE
Registration Number:	3315422	WRITESPACE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (212) 455-2024  
 Email: jnull@stblaw.com  
 Correspondent Name: Corina Gugler  
 Address Line 1: 425 Lexington Avenue

CH \$165.00 2060454

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ATTORNEY DOCKET NUMBER: 092857/0011

NAME OF SUBMITTER: J. Jason Mull

Signature: /J. Jason Mull/

Date: 04/03/2012

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN  
TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of April 3, 2012, is made by Citibank, N.A., as Successor Collateral Agent (the "Agent") for certain banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, HMH Holdings (Delaware), Inc., a company organized under the laws of the State of Delaware ("Holdings"), HMH Publishing Company, a company organized under the laws of the Republic of Ireland ("HMH Publishing"), Houghton Mifflin Harcourt Publishers Inc., a corporation organized under 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 ("HMHCo"), and, together with HMHP and Publishers, collectively, the "Borrower"), the Lenders party thereto, the Agent, and Credit Suisse AG, Cayman Islands Branch, as Existing Collateral Agent and Resigning Issuing Bank ("Assignor"), entered into a First Lien Credit Agreement, dated as of December 12, 2007 (as amended and restated as of March 9, 2010 and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the other Loan Documents. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement and other Loan Documents, each of the Borrower's affiliates Classroom Connect, Inc., a Delaware corporation, Greenwood Publishing Group, Inc., a Delaware corporation, HMH Publishers LLC, a Delaware Limited Liability company, HMH Supplemental Publishers INC., a Delaware corporation, and Houghton Mifflin Harcourt Publishing Company, a Delaware corporation (each, a "Grantor" and, collectively, the "Grantors") and Assignor entered into a First Lien Trademark Security Agreement, dated as of December 12, 2007 (together with all supplements and amendments thereto, the "Trademark Security Agreement") whereby Grantors granted to Assignor, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), which security interest was recorded in the United States and Trademark Office on January 11, 2008 at Reel 3696, Frame 0255; on August 6, 2009 at Reel 4039, Frame 0413; on March 14, 2011 at Reel 4497, Frame 0650 and at Reel 4497, Frame 0614; and on July 7, 2011 and Reel 4577, Frame 0408 and at Reel 4577, Frame 0451;

WHEREAS, the Trademark Collateral was subsequently transferred to Cengage Learning Inc. in connection with its acquisition of certain assets of the Borrower and the assignment was recorded in the United States Patent and Trademark Office on June 4, 2008 at Reel 3788 and Frame 0683; and

WHEREAS, pursuant to the Collateral Agency Transfer Agreement and Acknowledgment of Issuing Bank Resignation, dated as of July 25, 2011 (the "Collateral Agency Transfer Agreement"), by and among the Borrower, Assignor, Agent and the Lenders under the Credit Agreement party thereto, Assignor resigned as Collateral Agent and Issuing Bank under the Credit Agreement and the other Loan Documents and Agent was appointed as successor Collateral Agent under the Credit Agreement and the other Loan Documents;

WHEREAS, pursuant to the Assignment of Security Interest in Trademark, dated as of July 25, 2011 between Assignor and Agent, Assignor assigned to Agent Assignor's entire security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Agent now desires to execute this Termination and Release in order to clarify the records of the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Credit Agreement.
2. Release of Security Interest. The Agent, hereby terminates, releases and discharges any and all security interest in the Trademark Collateral listed on Schedule A hereto, and any right, title or interest of the Agent in such Trademark Collateral listed on Schedule A hereto shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
4. Recordation. The Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination and Release.
5. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Trademark Collateral Agreement by its duly authorized officer as of the date first above written.

CITIBANK, N.A., as Collateral Agent

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

[Signature page to Termination and Release of Security Interest in Trademark Rights -- Citibank]

**TRADEMARK**  
**REEL: 004750 FRAME: 0430**

Schedule A

**U.S. TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
Cengage Learning, Inc.	2060454	05/13/1997	BIBLIOBASE
Cengage Learning, Inc.	2063454	05/20/1997	BIBLIOBASE
Cengage Learning, Inc.	2267215	08/03/1999	EDUSPACE
Cengage Learning, Inc.	2080116	07/15/1997	KEYTAB
Cengage Learning, Inc.	3712372	11/17/2009	TOTAL PRACTICE ZONE
Cengage Learning, Inc.	3315422	10/23/2007	WRITESPACE