

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Classroom Connect, Inc.		06/21/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	390 Greenwich St		
Internal Address:	1st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1977886	CLASSROOM CONNECT	
Registration Number:	2547896	CLASSROOM CONNECT	
Registration Number:	2946513	CONNECTED EDUCATOR	
Registration Number:	2888385	CONNECTED TECH	
Registration Number:	2200511	ESCHOOL	
Registration Number:	2817942	GREECEQUEST	
CORRESPONDENCE DATA			
Fax Number:	2124920364		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 373-3364		
Email:	mcarbullido@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	Mitchel R. Carbullido		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		

TRADEMARK

ATTORNEY DOCKET NUMBER:	19093-007
NAME OF SUBMITTER:	Mitchel R. Carbullido
Signature:	/Mitchel R. Carbullido/
Date:	07/23/2012
Total Attachments: 5 source=Classroom Connect Trademark - Revolver#page1.tif source=Classroom Connect Trademark - Revolver#page2.tif source=Classroom Connect Trademark - Revolver#page3.tif source=Classroom Connect Trademark - Revolver#page4.tif source=Classroom Connect Trademark - Revolver#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated June 21, 2012, is made by the Person listed on the signature pages hereof (the “*Grantor*”) in favor of CITIBANK, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HMH HOLDINGS (DELAWARE), INC., a corporation organized under the laws of the State of Delaware (“*HMH Holdings*” or “*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 and together with any of their successors pursuant to the Approved Plan of Reorganization, collectively, the “*Borrowers*” and each a “*Borrower*”) and the subsidiaries of Holdings from time to time party thereto have entered into a Superpriority Senior Secured Debtor-in-Possession and Exit Revolving Credit Agreement dated as of May 22, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with the Collateral Agent, as Administrative Agent, and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Revolving Facility Guarantee and Collateral Agreement dated May 22, 2012 made by the Borrowers, the Grantor and the subsidiaries of Holdings from time to time party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1 Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademark Collateral*”).

Section 2 Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 3 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4 Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreement shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.


Section 5 Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLASSROOM CONNECT, INC., a Delaware corporation

By: _____


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

Address for Notices:
222 Berkeley Street
Boston, MA 02116

Schedule A

(See attached.)

Trademarks

Owner	Trademark	Country	Class	Filing Number	Filing Date	Reg. No.	Reg. Date	PTO Status
Classroom Connect, Inc.	CLASSROOM CONNECT	United States	16	74618119	1/5/1995	1977886	6/4/1996	REGISTERED
Classroom Connect, Inc.	CLASSROOM CONNECT & design	United States	16, 35, 41	75732449	6/18/1999	2547896	3/12/2002	REGISTERED
Classroom Connect, Inc.	CONNECTED EDUCATOR	United States	41	76504101	4/4/2003	2946513	5/3/2005	REGISTERED
Classroom Connect, Inc.	CONNECTED TECH	United States	41	76497911	3/17/2003	2888385	9/28/2004	REGISTERED
Classroom Connect, Inc.	ESCHOOL	United States	9	75261381	3/21/1997	2200511	10/27/1998	REGISTERED
Classroom Connect, Inc.	GREECEQUEST	United States	16, 41	76301557	8/20/2001	2817942	2/24/2004	REGISTERED