

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
Advanced Learning Centers, Inc.		06/21/2012	CORPORATION: WYOMING
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: 21			
Property Type	Number	Word Mark	
Registration Number:	3743481	COMMON FORMATIVE ASSESSMENTS	
Registration Number:	3774191	DATA TEAMS	
Registration Number:	3689369	DECISION MAKING FOR RESULTS	
Registration Number:	3743480	ENGAGING CLASSROOM ASSESSMENTS	
Registration Number:	3978613	FIVE EASY STEPS	
Registration Number:	3963742	IMPLEMENTATION AUDIT	
Registration Number:	3963745	IMPLEMENTATION REVIEW	
Registration Number:	3960012	LEADERSHIP MAPS	
Registration Number:	3833145	THE LEADERSHIP AND LEARNING CENTER	
Registration Number:	3781124	UNWRAPPING THE STANDARDS	
Registration Number:	3774149	UNWRAPPING THE STANDARDS	
Registration Number:	3849095	VOCABULARY FOR ACADEMIC SUCCESS	
Registration Number:	3888250	EFFECTIVE GRADING PRACTICES	

Serial Number:	77837413	90/90/90 SCHOOLS
Serial Number:	77848295	CHANGE READINESS ASSESSMENT
Serial Number:	77836547	LEADERSHIP PERFORMANCE COACHING
Serial Number:	77837349	LEADERSHIP PERFORMANCE MATRIX
Serial Number:	77850721	POWER STANDARDS
Serial Number:	77850693	POWER STRATEGIES FOR EFFECTIVE TEACHING
Serial Number:	77837513	POWER STRATEGIES FOR RESPONSE TO INTERVENTION
Serial Number:	77858254	WRITING TO LEARN

CORRESPONDENCE DATA

Fax Number: 2124920364

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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

ATTORNEY DOCKET NUMBER:	19093-007
NAME OF SUBMITTER:	Mitchel R. Carbullido
Signature:	/Mitchel R. Carbullido/
Date:	07/23/2012

Total Attachments: 5

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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.

ADVANCED LEARNING CENTERS, INC., a
Wyoming 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
Advanced Learning Centers, Inc.	90/90/90 SCHOOLS	United States	41	77837413	9/29/2009			PENDING
Advanced Learning Centers, Inc.	CHANGE READINESS ASSESSMENT	United States	41	77848295	10/14/2009			PENDING
Advanced Learning Centers, Inc.	COMMON FORMATIVE ASSESSMENT	United States	41	77700204	3/26/2009	3743481	1/26/2010	REGISTERED
Advanced Learning Centers, Inc.	DATA TEAMS	United States	41	77700252	3/26/2009	3774191	4/13/2010	REGISTERED
Advanced Learning Centers, Inc.	DECISION MAKING FOR RESULTS	United States	41	77700232	3/26/2009	3689369	9/29/2009	REGISTERED
Advanced Learning Centers, Inc.	EFFECTIVE GRADING PRACTICES	United States	41	77858283	10/27/2009	77858283	12/7/2010	REGISTERED
Advanced Learning Centers, Inc.	ENGAGING CLASSROOM ASSESSMENTS	United States	41	77699397	3/25/2009	3743480	1/26/2010	REGISTERED
Advanced Learning Centers, Inc.	FIVE EASY STEPS	United States	41	77699378	3/25/2009	3978613	6/14/2011	REGISTERED
Advanced Learning Centers, Inc.	IMPLEMENTATION AUDIT	United States	41	77836493	9/28/2009	3963742	5/17/2011	REGISTERED
Advanced Learning Centers, Inc.	IMPLEMENTATION REVIEW	United States	41	77848235	10/14/2009	3963745	5/17/2011	REGISTERED
Advanced Learning Centers, Inc.	LEADERSHIP MAPS	United States	41	77836406	9/28/2009	3960012	5/10/2011	REGISTERED
Advanced Learning Centers, Inc.	LEADERSHIP PERFORMANCE COACHING	United States	41	77876547	9/28/2009			PENDING
Advanced Learning Centers, Inc.	LEADERSHIP PERFORMANCE MATRIX	United States	41	77837349	9/29/2009			PENDING
Advanced Learning Centers, Inc.	POWER STANDARDS	United States	41	77850721	10/16/2009			PENDING
Advanced Learning Centers, Inc.	POWER STRATEGIES FOR EFFECTIVE TEACHING	United States	41	77850693	10/16/2009			PENDING
Advanced Learning Centers, Inc.	POWER STRATEGIES FOR RESPONSE TO INTERVENTION	United States	41	77837513	9/26/2009			PENDING
Advanced Learning Centers, Inc.	THE LEADERSHIP AND LEARNING CENTER	United States	41	77699361	3/25/2009	3833145	8/10/2010	REGISTERED
Advanced Learning Centers, Inc.	UNWRAPPING THE STANDARDS	United States	41	77835271	9/25/2009	3781124	4/27/2010	REGISTERED
Advanced Learning Centers, Inc.	UNWRAPPING THE STANDARDS	United States	41	77689934	3/12/2009	3774149	4/13/2010	REGISTERED
Advanced Learning Centers, Inc.	VOCABULARY FOR ACADEMIC SUCCESS	United States	41	77858497	10/27/2009	3849095	9/14/2010	REGISTERED
Advanced Learning Centers, Inc.	WRITING TO LEARN	United States	41	77858254	10/27/2009			PENDING