

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (TERM)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		01/25/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	390 GREENWICH ST, 1ST FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2627174	HOW TO COOK EVERYTHING	
Registration Number:	2665089	HOW TO COOK EVERYTHING	
Registration Number:	2817723	HOW TO COOK EVERYTHING	
Registration Number:	1302531	CASSELL'S	
Registration Number:	2497612	CLIFFS NOTES	
Registration Number:	2640374	CLIFFSAP	
Registration Number:	2643622	CLIFFSCOMPLETE	
Registration Number:	2652306	CLIFFSNOTES	
Registration Number:	2985633	CLIFFSNOTES.COM	
Registration Number:	2632532	CLIFFSQUICKREVIEW	
Registration Number:	2632531	CLIFFSTESTPREP	
Registration Number:	2719032	WE DEFINE YOUR WORLD	

Registration Number:	1468079	WEBSTER'S NEW WORLD
Registration Number:	2611288	WEBSTER'S NEW WORLD
Registration Number:	2613782	WEBSTER'S NEW WORLD
Registration Number:	1468992	WEBSTER'S NEW WORLD DICTIONARY
Registration Number:	2503644	

CORRESPONDENCE DATA

Fax Number: 6508385109

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

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Michael Jokic

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35609/33
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	03/04/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "*Trademark Security Agreement Supplement*") dated January 25, 2013, is made by the Person listed on the signature page 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, INC., 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, 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 Term Loan 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 CITIBANK, N.A., as Administrative Agent, and as Collateral Agent, and the Lender Parties 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 Term Facility Guarantee and Collateral Agreement dated as of May 22, 2012 made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Trademark Security Agreement dated June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark 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 the Additional Trademark Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the United States Trademark 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:

1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such 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 laws), together with the goodwill symbolized thereby (the "*Additional Trademark Collateral*").

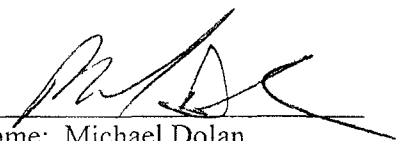
2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

3. Grants, Rights and Remedies. This Trademark Security Agreement Supplement 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 Additional IP 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 Supplement, the terms of the Security Agreement shall control.

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

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

HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY

By: 
Name: Michael Dolan
Title: SVP and Controller

Address for Notices:
222 Berkeley Street
Boston, MA 02116

SCHEDULE A

ADDITIONAL TRADEMARK COLLATERAL

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Appl. Number</u>	<u>Reg. Number</u>	<u>Appl. Date</u>	<u>Reg. Date</u>
Houghton Mifflin Harcourt Publishing Company	HOW TO COOK EVERYTHING	U.S.A.	Registered	75/892,258	2,627,174	1/7/2000	10/1/2022
Houghton Mifflin Harcourt Publishing Company	HOW TO COOK EVERYTHING	U.S.A.	Registered	75/981,430	2,665,089	1/7/2000	12/24/2022
Houghton Mifflin Harcourt Publishing Company	HOW TO COOK EVERYTHING	U.S.A.	Registered	75/983,401	2,817,723	1/7/2000	2/24/2014
Houghton Mifflin Harcourt Publishing Company	CASELL'S	U.S.A.	Registered	73/417,225	1,302,531	3/14/1983	10/30/2014
Houghton Mifflin Harcourt Publishing Company	CLIFFS NOTES	U.S.A.	Registered	75/814,279	2,497,612	10/16/2001	10/16/2021
Houghton Mifflin Harcourt Publishing Company	CLIFFSAP	U.S.A.	Registered	76/012,775	2,650,374	3/29/2000	10/22/2022
Houghton Mifflin Harcourt Publishing Company	CLIFFSCOMPLETE	U.S.A.	Registered	76/938,639	2,643,306	3/8/2000	10/19/2022
Houghton Mifflin Harcourt Publishing Company	CLIFFSNOTES	U.S.A.	Registered	75/871,303	2,652,306	11/19/2002	11/19/2022
Houghton Mifflin Harcourt Publishing Company	CLIFFSNOTES.COM	U.S.A.	Registered	75/851,184	2,985,633	11/17/1999	8/16/2015
Houghton Mifflin Harcourt Publishing Company	CLIFFSQUICKREVIEW	U.S.A.	Registered	76/012,792	2,632,532	3/29/2000	10/8/2022
Houghton Mifflin Harcourt Publishing Company	CLIFFSTESTPREP	U.S.A.	Registered	76/012,791	2,632,531	3/29/2000	10/8/2022
Houghton Mifflin Harcourt Publishing Company	WE DEFINE YOUR WORLD	U.S.A.	Registered	76/422,017	2,719,032	6/17/2002	5/27/2013
Houghton Mifflin Harcourt Publishing Company	WEBSTER'S NEW WORLD	U.S.A.	Registered	73/622,956	1,468,079	9/29/1986	12/8/2017

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Houghton Mifflin Harcourt Publishing Company	WEBSTER'S NEW WORLD & DESIGN	U.S.A.	Registered	75/893,579	2,613,782	1/10/2000	9/3/2002
Houghton Mifflin Harcourt Publishing Company	WEBSTER'S NEW WORLD DICTIONARY	U.S.A.	Registered	73/622,959	1,468,992	9/29/1986	12/15/2017
Houghton Mifflin Harcourt Publishing Company	YELLOW & BLACK STRIPED TRADE DRESS (Cliffnotes Cover)	U.S.A.	Registered	75/928,183	2,503,644	2/24/2000	11/16/2021
Houghton Mifflin Harcourt Publishing Company	HOW TO COOK EVERYTHING	U.S.A.	Registered	75/892,258	2,627,174	1/7/2000	10/1/2022
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Company							
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