

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (REVOLVING)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING		04/15/2014	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: 10			
Property Type	Number	Word Mark	
Registration Number:	2746773	1866	
Registration Number:	1819899	RSVP	
Registration Number:	2834877	ASSESS2LEARN	
Registration Number:	2847929	ASSESS2LEARN	
Serial Number:	76715749	GO SPANISH! ACADEMY	
Serial Number:	76715748	GO READ! ACADEMY	
Serial Number:	76715657	GO MATH! ACADEMY	
Serial Number:	76715719	TIPS: TECHNOLOGY INTEGRATION PLANNING ST	
Serial Number:	86204601	HOW TO COOK EVERYTHING	
Registration Number:	4460405	NEW HARVEST	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
TRADEMARK			

CH \$265.00 2746773

ATTORNEY DOCKET NUMBER:	35609/33
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	04/21/2014

Total Attachments: 8

source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page1.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page2.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page3.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page4.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page5.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page6.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page7.tif
source=0 - HMM Trademark Security Agreement Supplement (Revolver)#page8.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "*Trademark Security Agreement Supplement*") dated April 15, 2014, 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, HOUGHTON MIFFLIN HARCOURT COMPANY, a corporation organized under the laws of the State of Delaware ("*HMHC*"), 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 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 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 Revolving 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 "***Updated Trademark Collateral***").

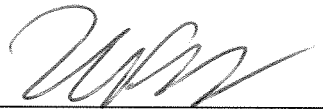
2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

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

Address for Notices:
222 Berkeley Street
Boston, MA 02116

Schedule A

Updated Trademark Collateral

Marks that have been Abandoned



Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
HMH PUBLISHERS LLC	1866 and Design of an Owl	Chile	Lapsed	630820	693520	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Chile	Lapsed	630821	693521	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Chile	Lapsed	630822	693522	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Chile	Lapsed	630817	693517	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Chile	Lapsed	630818	693518	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Chile	Lapsed	630819	693519	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	HOLT	Chile	Lapsed	630823	693523	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	HOLT	Chile	Lapsed	630824	693524	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	HOLT	Chile	Lapsed	630825	693525	10-Dec-2003	20-May-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Costa Rica	Lapsed	2003-0003335	143628	02-Jun-2003	19-Jan-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Costa Rica	Lapsed	2003-3330	143331	02-Jun-2003	13-Jan-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Costa Rica	Lapsed	2003-3332	143332	02-Jun-2003	13-Jan-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Colombia	Lapsed	3031118	280308	11-Apr-2003	29-Jan-2004
HMH PUBLISHERS LLC	HOLT	Colombia	Lapsed	3031096	283487	11-Apr-2003	08-Jun-2004
HMH PUBLISHERS LLC	HOLT	Colombia	Lapsed	3031099	279815	11-Apr-2003	29-Jan-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Dominican Republic	Lapsed	2004-4698	141048	01-Feb-2004	15-May-2004

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
HMH PUBLISHERS LLC	1866 and Design of an Owl	Dominican Republic	Lapsed	2004-4696	141008	01-Feb-2004	15-May-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Dominican Republic	Lapsed	2004-4697	141407	19-Jan-2004	30-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Dominican Republic	Lapsed	20044689	140962	01-Feb-2004	15-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Dominican Republic	Lapsed	20044688	141140	01-Feb-2004	15-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Dominican Republic	Lapsed	20044690	141045	19-Jan-2004	15-May-2004
HMH PUBLISHERS LLC	HOLT	Dominican Republic	Lapsed	2004-4693	140806	02-Jan-2004	15-May-2004
HMH PUBLISHERS LLC	HOLT	Dominican Republic	Lapsed	2004-4692	140877	19-Jan-2004	15-May-2004
HMH PUBLISHERS LLC	HOLT	Dominican Republic	Lapsed	2004-4691	141277	19-Jan-2004	15-May-2004
HMH PUBLISHERS LLC	HOLT	Honduras	Lapsed	32136-03	91191	10-Dec-2003	29-Jun-2004
HMH PUBLISHERS LLC	HOLT	Honduras	Lapsed	32137-03	91193	10-Dec-2003	29-Jun-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Jamaica	Lapsed	44732	44732	22-Dec-2003	07-Apr-2005
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Jamaica	Lapsed	44730	44730	22-Dec-2003	22-Dec-2003
HMH PUBLISHERS LLC	HOLT	Mexico	Lapsed	658275	866346	26-May-2004	28-Jan-2005
HMH PUBLISHERS LLC	1866 and Design of an Owl	Panama	Lapsed	132349	132349	18-Dec-2003	18-Dec-2003
HMH PUBLISHERS LLC	1866 and Design of an Owl	Panama	Lapsed	132352	132352	18-Dec-2003	04-Jul-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Panama	Lapsed	132353	132353	18-Dec-2003	04-Jul-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Panama	Lapsed	132345	132345	18-Dec-2003	18-Dec-2003
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Panama	Lapsed	132346	132346	18-Dec-2003	18-Dec-2003

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Panama	Lapsed	132347	132347	18-Dec-2003	18-Dec-2003
HMH PUBLISHERS LLC	HOLT	Panama	Lapsed	132348	132348	18-Dec-2003	18-Dec-2003
HMH PUBLISHERS LLC	HOLT	Panama	Lapsed	132350	132350	18-Dec-2003	05-Jul-2004
HMH PUBLISHERS LLC	HOLT	Panama	Lapsed	132351	132351	18-Dec-2003	05-Jul-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Peru	Lapsed	177666	94808	08-Apr-2003	10-Feb-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Peru	Lapsed	177667	94809	08-Apr-2003	10-Feb-2004
HMH PUBLISHERS LLC	HOLT	Peru	Lapsed	177550	94685	07-Apr-2003	06-Feb-2004
HMH PUBLISHERS LLC	HOLT	Peru	Lapsed	177566	94686	07-Apr-2003	06-Feb-2004
HMH PUBLISHERS LLC	HOLT	Peru	Lapsed	177627	34399	08-Apr-2003	06-Feb-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Taiwan	Lapsed	92017589	1095144	11-Apr-2003	16-Apr-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	Taiwan	Lapsed	92017590	1103148	11-Apr-2003	16-May-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Taiwan	Lapsed	92017586	1090942	11-Apr-2003	01-Apr-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Taiwan	Lapsed	92017587	1095143	11-Apr-2003	16-Apr-2004
HMH PUBLISHERS LLC	HARCOURT & Ripple Design	Taiwan	Lapsed	92017585	1101009	11-Apr-2003	16-May-2004
HMH PUBLISHERS LLC	HOLT	Taiwan	Lapsed	92017580	1090940	11-Apr-2003	01-Apr-2004
HMH PUBLISHERS LLC	HOLT	Taiwan	Lapsed	92017581	1095141	11-Apr-2003	16-Apr-2004
HMH PUBLISHERS LLC	HOLT	Taiwan	Lapsed	92017579	1101007	11-Apr-2003	16-May-2004
HMH PUBLISHERS LLC	1866 and Design of an Owl	United States	Lapsed	76/447,646	2,746,773	06-Sep-2002	05-Aug-2013
Houghton Mifflin Harcourt Publishing Company	RSVP & Design	United States	Lapsed	74/383,176	1,819,899	27-Apr-1993	08-Feb-1994
Houghton Mifflin Harcourt Publishing Company	ASSESS2LEARN	United States	Lapsed	76/192,958	2,834,877	11-Jan-2001	20-April-2004

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	ASSESS2LEARN & DESIGN	United States	Lapsed	76/194,875	2,847,929	17-Jan-2001	01-June-2004

HMH Transferred Marks

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	"CURIOUS GEORGE" in Chinese Characters & Design 	China	Registered	8617767	8617767		04-Sep-2011
Houghton Mifflin Harcourt Publishing Company	"CURIOUS GEORGE" HAO QI HOU QIAO ZHI & Design 	China	Registered	8617768	8617768		21-Nov-2011

Newly filed Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	GO SPANISH! ACADEMY	United States	LIVE	76/715749		31-Jan -2014	
Houghton Mifflin Harcourt Publishing Company	GO READ! ACADEMY	United States	LIVE	76/715748		31-Jan-2014	

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	GO MATHI ACADEMY & DESIGN	United States	LIVE	76/715657		10-Jan-2014	
Houghton Mifflin Harcourt Publishing Company	TIPS: TECHNOLOGY INTEGRATION PLANNING STUDY	United States	LIVE	76/715719		24-Jan-2014	
Houghton Mifflin Harcourt Publishing Company	HOW TO COOK EVERYTHING	United States	LIVE	86/204601		26-Feb-2014	

Trademarks that have received Federal Registration

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	NEW HARVEST	United States	LIVE	76/714378	4,460,405	13-Jun-2013	07-Jan-2014