

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM305613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Channel One, LLC		05/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Houghton Mifflin Harcourt Publishing Company		
<b>Street Address:</b>	222 Berkley Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720647	1 CHANNEL ONE NETWORK	
<b>Registration Number:</b>	3875386	24/17	
<b>Registration Number:</b>	3629882	CHANNEL ONE CONNECTION	
<b>Registration Number:</b>	2252378	CHANNEL ONE NETWORK	
<b>Registration Number:</b>	2795472	CHANNEL ONE NEWS	
<b>Registration Number:</b>	3219580	ONE STEP TO A BETTER ME	
<b>Registration Number:</b>	2504205	ONEVOTE	
<b>Registration Number:</b>	3783490	YOU TELL IT	
<b>Serial Number:</b>	85962458	1	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173511125		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(617)351-5126		
<b>Email:</b>	Vicki.Garbe@hnhco.com		
<b>Correspondent Name:</b>	Victoria Garbe		
<b>Address Line 1:</b>	222 Berkley Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Victoria Garbe		

CH \$240.00 3720647

<b>SIGNATURE:</b>	/Victoria Garbe/
<b>DATE SIGNED:</b>	05/27/2014
<b>Total Attachments: 6</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Trademark Assignment Agreement") is entered into as of May 12, 2014, by and between Channel One, LLC, a Delaware limited liability (the "Assignor") and Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (the "Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties," and each as a "Party".

### WITNESSETH:

**WHEREAS**, the Parties have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

**WHEREAS**, the Assignor owns all right, title and interest in, to and under the trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications listed on Schedule A attached hereto, including all goodwill related to any of the foregoing and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or other violation of any of the foregoing (collectively, the "Marks");

**WHEREAS**, pursuant to the terms and subject to the conditions of the Purchase Agreement, the Assignor has agreed to sell, assign, transfer, convey and deliver the Marks to the Assignee; and

**WHEREAS**, the Assignor desires to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee agrees to accept, all rights, title and interest of the Assignor in, to and under the Marks.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Assignment of the Marks. The Assignor hereby assigns, sells, conveys, transfers and sets over to the Assignee all right, title and interest of the Assignor in, to and under the Marks (collectively, the "Assignment"). The Assignee hereby accepts the Assignment of the Marks as contemplated herein.

2. Authorization to Record. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. Purchase Agreement Controlling. Nothing contained in this Trademark Assignment Agreement shall be deemed to supersede, modify, limit or expand any of the provisions of the

Purchase Agreement. In the event of any conflict between the terms of this Trademark Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

4. Further Assurances; No Breach. From time to time after the date hereof, each Party will execute and deliver such instruments and documents and do such further acts as may be reasonably requested by any other Party in order to carry out the purpose of this Trademark Assignment Agreement.

5. Binding Effect; Assignment. This Trademark Assignment Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Assignor may not assign any of its rights or delegate any of its duties under this Trademark Assignment Agreement without the prior written consent of the Assignee.

6. No Third Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be intended to confer upon or give to any Person other than Assignor, Assignee and their respective successors and permitted assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of the Parties and their successors and assigns.

7. Amendments and Waivers. Any provision of this Trademark Assignment Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by both Assignor and Assignee, or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Trademark Assignment Agreement shall be deemed or shall constitute a waiver of any other provision of this Trademark Assignment Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure or delay by either Assignor or Assignee in exercising any right, power or privilege under this Trademark Assignment Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

8. Governing Law. This Trademark Assignment Agreement will be governed in all respects, including but not limited to, as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to its principles or rules of conflict of laws (to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction).

9. Counterparts. This Trademark Assignment Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page by facsimile or electronic means (including a PDF thereof) shall be as effective as delivery of a manually executed counterpart of any such agreement.

10. Interpretations. The headings of the sections contained in this Trademark Assignment Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trademark Assignment Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed by an authorized representative on the day and year first written above.

**ASSIGNOR:**

CHANNEL ONE, LLC

By: 

Name: Gina DiGioia

Title: Secretary

**ASSIGNEE:**

HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

By: \_\_\_\_\_

Name:

Title:

*Signature Page to Trademark Assignment Agreement*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be duly executed by an authorized representative on the day and year first written above.

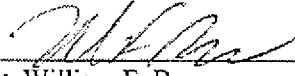
**ASSIGNOR:**

CHANNEL ONE, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**





HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

By:  \_\_\_\_\_  
Name: William F. Bayers  
Title: Executive Vice President  
and General Counsel

*Signature Page to Trademark Assignment Agreement*

**Schedule A**

**Marks**

US Trademarks	Reg./App.No.	Registration Date	Current Owner Name
 <b>Channel One Network</b> 1 Logo and CHANNEL ONE NETWORK	3,720,647	12/8/2009	Channel One, LLC
 24/7 Logo	3,875,386	11/16/2010	Channel One, LLC
CHANNEL ONE CONNECTION	3,629,882	6/2/2009	Channel One, LLC
CHANNEL ONE NETWORK	2,252,378	6/15/1999	Channel One
CHANNEL ONE NEWS	2,795,472	12/16/2003	Channel One
ONE STEP TO A BETTER ME	3,219,580	3/20/2007	Channel One
ONEVOTE	2,504,205	11/6/2001	Channel One
 YOU TELL IT Logo	3,783,490	5/4/2010	Channel One, LLC
 One Logo	85/962,458	Pending Intent-to-Use Application Filed on 6/18/13  Awaiting Notice of Allowance	Channel One, LLC

NYI-4584642v2