

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (TERM)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHOOLCHAPTERS, INC.		07/08/2014	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3912894	LITTLECHAPTERS	
Registration Number:	3912895	SCHOOLCHAPTERS	
Registration Number:	3361375	LITTLECHAPTERS	
Serial Number:	86045968	PRUVALU	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	Benjamin Petersen		
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:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	07/11/2014		
Total Attachments: 4			
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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 July 8, 2014, is made by the Person listed on the signature pages hereof (collectively, the “*Grantor*”) in favor of Citibank, N.A. (“*Citibank*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Houghton Mifflin Harcourt Company (f/k/a 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 (as defined in Section 1.02), collectively, the “*Borrowers*” and each a “*Borrower*”), 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, 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 Supplement (the “*Supplement*”), dated as of July 8, 2014 to the Term Facility Guarantee and Collateral Agreement dated May 22, 2012 made by the Grantor to the Collateral Agent (together with the Supplement, and both 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 have 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 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 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 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 4 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.

SCHOOLCHAPTERS, INC.,

By:  _____

Name: William F. Bayers

Title: Executive Vice President, Secretary and
General Counsel

Address for Notices:
222 Berkeley Street
Boston, MA 02116

[Signature Page to Trademark Security Agreement – SchoolChapters, Inc. (Term)]

TRADEMARK
REEL: 005320 FRAME: 0893

Schedule A to Trademark Security Agreement

Trademarks

Trademark Registrations:

Jurisdiction	Owner	Mark	Registration Number	Registration Date
US Federal	SchoolChapters, Inc.	LITTLECHAPTERS	3912894	01-FEB-2011
US Federal	SchoolChapters, Inc.	SCHOOLCHAPTERS	3912895	01-FEB-2011
US Federal	SchoolChapters, Inc.	LITTLECHAPTERS	3361375	01-JAN-2008

Trademark Applications:

Jurisdiction	Owner	Mark	Serial Number	Filing Date
US Federal	SchoolChapters, Inc.	PRUVALU	86045968	23-AUG-2013