

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM339803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (REVOLVING)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/14/2015	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	390 GREENWICH ST, 1ST FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86589503	HOUGHTON MIFFLIN HARCOURT	
<b>Serial Number:</b>	86509407	ESCALATE ENGLISH	
<b>Serial Number:</b>	86509383	ESCALATE ENGLISH	
<b>Serial Number:</b>	86509419	BROWSE	
<b>Serial Number:</b>	86509432	BROWSE	
<b>Serial Number:</b>	86509451	LANGUAGE CAM	
<b>Serial Number:</b>	86509472	LANGUAGE CAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	650-838-3743		
<b>Email:</b>	jlik@shearman.com		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	599 Lexington Avenue		
<b>Address Line 2:</b>	Shearman & Sterling LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	35609/33		

CH \$190.00 86589503

<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
<b>DATE SIGNED:</b>	04/29/2015
<b>Total Attachments: 4</b> source=0 - HMH Trademark Security Agreement Supplement (Revolver) Q1 2015#page1.tif source=0 - HMH Trademark Security Agreement Supplement (Revolver) Q1 2015#page2.tif source=0 - HMH Trademark Security Agreement Supplement (Revolver) Q1 2015#page3.tif source=0 - HMH Trademark Security Agreement Supplement (Revolver) Q1 2015#page4.tif	

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "**Trademark Security Agreement Supplement**") dated April 14, 2015, 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 "***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: William F. Bayers  
Title: Executive Vice President,  
Secretary and General  
Counsel

Address for Notices:  
222 Berkeley Street  
Boston, MA 02116

# Schedule A

## Additional Trademark Collateral

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	JOURNEYS: NEW FRONTIERS	Malaysia	App. filed	2015003135		20-Mar-2015	
Houghton Mifflin Harcourt Publishing Company	JOURNEYS: NEW FRONTIERS	Indonesia	App. Filed	D00 2015 014252		07-Apr-2015	
Houghton Mifflin Harcourt Publishing Company	JOURNEYS: NEW FRONTIERS	Saudi Arabia	App. filed	1436012440		30-Mar-2015	
Houghton Mifflin Harcourt Publishing Company	HOUGHTON MIFFLIN HARCOURT	United States	App. filed	86589503		07-Apr-2015	
Houghton Mifflin Harcourt Publishing Company	ESCALATE ENGLISH	United States	LIVE	86509407		21-Jan-2015	
Houghton Mifflin Harcourt Publishing Company	ESCALATE ENGLISH	United States	LIVE	86509383		21-Jan-2015	
Houghton Mifflin Harcourt Publishing Company	BROWSE	United States	LIVE	86509419		21-Jan-2015	
Houghton Mifflin Harcourt Publishing Company	BROWSE	United States	LIVE	86509432		21-Jan-2015	
Houghton Mifflin Harcourt Publishing Company	LANGUAGE CAM	United States	LIVE	86509451		21-Jan-2015	
Houghton Mifflin Harcourt Publishing Company	LANGUAGE CAM	United States	LIVE	86509472		21-Jan-2015	