

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scholastic Inc.		05/29/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Houghton Mifflin Harcourt Publishing Company		
Street Address:	222 Berkeley Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Serial Number:	78859579	AFTER THE BELL	
Serial Number:	78859587	AFTER THE BELL	
Serial Number:	85901590	COMMON CORE CODE X	
Serial Number:	85901599	COMMON CORE CODE X	
Serial Number:	77861495	DIGITAL TRAINING ZONE	
Serial Number:	78761653	DO THE MATH	
Serial Number:	85360205	ENGLISH 3D	
Serial Number:	85360208	ENGLISH 3D	
Serial Number:	77941661	EPD	
Serial Number:	76618428	FASTT MATH	
Serial Number:	76627506	FASTT MATH $+-\div\times$	
Serial Number:	76446176	FLUENCY FORMULA	
Serial Number:	77637118	FRACTION NATION	
Serial Number:	85140671	FRACTION NATION	
Serial Number:	85140661	GROUPINATOR	
Serial Number:	85531846	IREAD	
Serial Number:	85531849	IREAD	
Serial Number:	85531859	IREAD	
Serial Number:	85901615	IREAD	

CH \$1615.00 78859579

Property Type	Number	Word Mark
Serial Number:	85901618	IREAD
Serial Number:	85901622	IREAD
Serial Number:	77395116	L BOOK
Serial Number:	78193866	LESSONS FOR ALGEBRAIC THINKING
Serial Number:	78806658	M MATH SOLUTIONS
Serial Number:	77801917	MATH 180
Serial Number:	85140685	MATH 180
Serial Number:	74216645	MATH BY ALL MEANS
Serial Number:	85565054	MATH READS
Serial Number:	85544867	MATH REASONING INVENTORY
Serial Number:	74295495	MATH SOLUTIONS
Serial Number:	74295496	MATH SOLUTIONS
Serial Number:	85740322	MATH SOLUTIONS 2GO
Serial Number:	85759631	NEXTPERT
Serial Number:	78918170	POWERED BY SAM
Serial Number:	78918203	POWERED BY SAM
Serial Number:	78652291	RBOOK
Serial Number:	76014560	READ 180
Serial Number:	76014561	READ 180
Serial Number:	76570397	READABOUT
Serial Number:	76592049	READABOUT
Serial Number:	76591975	READABOUT
Serial Number:	76592048	READABOUT
Serial Number:	78652324	RSKILLS
Serial Number:	85552206	RSKILLS
Serial Number:	77800015	SOLVE THE PROBLEM
Serial Number:	85544812	SUSHI MONSTER
Serial Number:	85544820	SUSHI MONSTER
Serial Number:	77180015	SYSTEM 44
Serial Number:	77180028	SYSTEM 44
Serial Number:	77180052	SYSTEM 44
Serial Number:	78193819	TEACHING ARITHMETIC
Serial Number:	78193847	TEACHING ARITHMETIC
Serial Number:	78517628	THE MARILYN BURNS FRACTION KIT
Serial Number:	74462238	WIGGLEWORKS
Serial Number:	77269312	WIGGLEWORKS BEGINNING READING & WRITING
Serial Number:	77269335	WIGGLEWORKS BEGINNING READING & WRITING
Serial Number:	85109513	X SKILLS ASSESSMENT

Property Type	Number	Word Mark
Serial Number:	77065189	ZIP INTO LANGUAGE. ZOOM INTO READING!
Serial Number:	86445121	BASE 10
Serial Number:	86272960	COMMON CORE CODE X
Serial Number:	86273013	COMMON CORE CODE X
Serial Number:	86272984	COMMON CORE CODE X
Serial Number:	86273000	COMMON CORE CODE X
Serial Number:	85830181	WRITE 180

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbraibanti@paulweiss.com, cmeredithgoujon@paulweiss.com,
dewilliams@paulweiss.com

Correspondent Name: Jill C. Braibanti

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	19093-017
NAME OF SUBMITTER:	Jill C. Braibanti
SIGNATURE:	/Jill C. Braibanti/
DATE SIGNED:	06/04/2015

Total Attachments: 9

source=Trademark Assignment Agreement (Executed)#page1.tif
source=Trademark Assignment Agreement (Executed)#page2.tif
source=Trademark Assignment Agreement (Executed)#page3.tif
source=Trademark Assignment Agreement (Executed)#page4.tif
source=Trademark Assignment Agreement (Executed)#page5.tif
source=Trademark Assignment Agreement (Executed)#page6.tif
source=Trademark Assignment Agreement (Executed)#page7.tif
source=Trademark Assignment Agreement (Executed)#page8.tif
source=Trademark Assignment Agreement (Executed)#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment Agreement”) is dated as of May 29, 2015, by and between Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (the “Assignee”), and Scholastic Inc., a New York corporation (the “Assignor”).

RECITALS

WHEREAS, pursuant to the Stock and Asset Purchase Agreement, dated as of April 23, 2015 (as amended, modified, supplemented or restated from time to time, the “Purchase Agreement”), by and among the Assignee, the Assignor and Scholastic Corporation, a Delaware corporation (the Assignor and Scholastic Corporation collectively, the “Sellers”), the Sellers have agreed to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Sellers, free and clear of all Liens, except for Permitted Liens, all right, title and interest in and to the Transferred Assets, including the trademarks and trademark applications listed in Schedule 1 hereto, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the “Trademarks”), upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, the execution and delivery of this Trademark Assignment Agreement by the Assignor is a condition to the obligations of the Assignee to consummate the transactions contemplated by the Purchase Agreement;

WHEREAS, the execution and delivery of this Trademark Assignment Agreement by the Assignee is a condition to the obligations of the Sellers to consummate the transactions contemplated by the Purchase Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Trademark Assignment Agreement hereby agree as follows:

Section 1. Assignment and Assumption. Effective as of the date hereof, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Liens, except for Permitted Liens, all of the Assignor’s right, title and interest in and to the Trademarks, together with (a) all income, royalties, damages and payments related thereto, (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar, (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations thereof, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations, and the right to

fully and entirely stand in the place of the Assignor in all matters related thereto, and (d) any and all goodwill associated therewith.

Section 2. Ownership; No Challenge. The Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks. The Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any Person in challenging, in any jurisdiction (a) the Assignee's rights, title and interest in and to the Trademarks, (b) the Assignee's and its Affiliates' rights to use and control the Trademarks, or (c) the validity of the Trademarks.

Section 3. Cooperation. This Trademark Assignment Agreement has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The Assignor agrees that at any time and from time to time the Assignor shall promptly execute and deliver all further instruments and documents which the Assignee, its successors and/or assigns may reasonably request and at the cost of the Assignee and its successors and/or assigns to effect the terms of this Trademark Assignment Agreement and to perfect, protect or more fully evidence the Assignee's and its successors' and/or assigns' respective right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant U.S. and foreign local, state and national trademark offices.

Section 4. No Effect on Purchase Agreement. Neither the making nor the acceptance of this Trademark Assignment Agreement shall modify or restrict or enlarge the terms of the Purchase Agreement nor constitute a waiver or release of the Sellers of any representations, warranties, Liabilities or duties imposed upon the Sellers by the terms 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 control.

Section 5. Governing Law. This Trademark Assignment Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

Section 6. Counterparts. This Trademark Assignment Agreement may be signed in counterparts (including via facsimile or pdf) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Trademark Assignment Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered
this Trademark Assignment Agreement as of the date first above written.

HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY

By: 

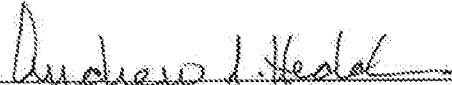
Name: William F. Bayers

Title: Executive Vice President,
General Counsel & Secretary

[Signature Page To Trademark Assignment Agreement]

TRADEMARK
REEL: 005545 FRAME: 0887

SCHOLASTIC INC.




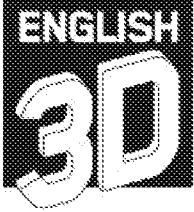

By: 
Name: Andrew S. Hedden
Title: Executive Vice President,
General Counsel & Secretary




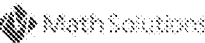

[Signature Page To Trademark Assignment Agreement]






TRADEMARK
REEL: 005545 FRAME: 0888

Schedule 1

U.S. Trademark Registrations



Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
AFTER THE BELL	78859579 12-APR-2006	3396282 11-MAR-2008	16
AFTER THE BELL 	78859587 12-APR-2006	3396283 11-MAR-2008	16
COMMON CORE CODE X	85901590 11-APR-2013	4472578 21-JAN-14	16
COMMON CORE CODE X 	85901599 11-APR-2013	4472579 21-JAN-2014	16
DIGITAL TRAINING ZONE	77861495 30-OCT-2009	3810088 29-JUN-2010	42
DO THE MATH	78761653 28-NOV-2005	3370489 15-JAN-2008	16
ENGLISH 3D 	85360205 30-JUN-2011	4222866 9-OCT-2012	09
ENGLISH 3D 	85360208 30-JUN-2011	4222867 9-OCT-2012	16
EPD	77941661 22-FEB-2010	3952134 26-APR-2011	41
FASTT MATH	76618428 29-OCT-2004	3096216 23-MAY-2006	09
FASTT MATH +-+x 	76627506 10-JAN-2005	3101390 1-NOV-2005	09
FLUENCY FORMULA	76446176 30-AUG-2002	2795918 16-DEC-2003	09 16
FRACTION NATION	77637118 19-DEC-2008	3788252 11-MAY-2010	09

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
FRACTION NATION	85140671 29-SEP-2010	3999773 19-JUL-2011	41
GROUPINATOR	85140661 20-SEP-2010	4007589 02-AUG-2011	41
iREAD	85531846 2-FEB-2012	4637536 11-NOV-2014	09
iREAD	85531849 2-FEB-2012	4632721 4-NOV-2014	16
iREAD	85531859 2-FEB-2012	4632723 4-NOV-2014	41
iREAD (D) 	85901615 11-APR-2013	4512447 8-APR-2014	09
iREAD 	85901618 11-APR-2013	4512448 8-APR-2014	16
iREAD 	85901622 11-APR-2013	4526916 6-MAY-2014	41
L BOOK	77395116 12-FEB-2008	3548074 16-DEC-2008	16
LESSONS FOR ALGEBRAIC THINKING	78193866 12-DEC-2002	2772767 7-OCT-2003	16
M MATH SOLUTIONS 	78806658 03-FEB-2006	3168748 07-NOV-2006	41
MATH 180	77801917 11-AUG-2009	4418795 15-OCT-2013	16
MATH 180	85140685 29-SEP-2010	4444133 3-DEC-2013	41
MATH BY ALL MEANS	74216645 28-OCT-1991	1752477 16-FEB-1993	16
MATH READS	85565054 09-MAR-2012	4293641 19-FEB-2013	16
MATH REASONING INVENTORY	85544867 16-FEB-2012	4192239 14-AUG-2012	41
MATH SOLUTIONS 	74295495 20-JUL-92	2022712 17-DEC-1996	41

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
MATH SOLUTIONS 	74295496 20-JUL-1992	2022713 17-DEC-1996	16
MATH SOLUTIONS 2GO 	85740322 27-SEP-2012	4610328 23-SEP-2014	09
NEXTPERT	85759631 22-OCT-2012	4602061 9-SEP-2014	41
POWERED BY SAM 	78918170 27-JUN-2006	3233418 24-APR-2007	09
POWERED BY SAM 	78918203 27-JUN-2006	3237143 1-MAY-2007	16
RBOOK (Stylized) 	78652291 16-JUN-2005	3170066 07-NOV-2006	16
READ 180	76014560 30-MAR-2000	2442657 10-APR-2001	16
READ 180	76014561 30-MAR-2000	2461458 19-JUN-2001	09
READABOUT	76570397 12-JAN-2004	3261488 10-JUL-2007	09
READABOUT	76592049 13-MAY-2004	3101282 06-JUN-2006	09
READABOUT	76591975 13-MAY-2004	3036362 27-DEC-2005	16
READABOUT	76592048 13-MAY-2004	3268764 25-JUL-2007	41
rSKILLS	78652324 16-JUN-2005	3195178 2-JAN-2007	16
rSKILLS	85552206 24-FEB-2012	4209989 18-SEP-2012	09

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
SOLVE THE PROBLEM	77800015 07-AUG-2009	4060462 22-NOV-2011	16
SUSHI MONSTER	85544812 16-FEB-2012	4269714 1-JAN-2013	09
SUSHI MONSTER	85544820 16-FEB-2012	4269715 1-JAN-2013	41
SYSTEM 44	77180015 14-MAY-07	3554778 30-DEC-2008	16
SYSTEM 44	77180028 14-MAY-2007	3544346 9-DEC-2008	09
SYSTEM 44	77180052 14-MAY-2007	3554779 30-DEC-2008	41
TEACHING ARITHMETIC	78193819 12-DEC-2002	2841997 11-MAY-2004	16
TEACHING ARITHMETIC Teaching ARITHMETIC	78193847 12/12/02	2819770 2-MAR-2004	16
THE MARILYN BURNS FRACTION KIT	78517628 16-NOV-2004	3049833 24-JAN-2006	16
WIGGLEWORKS	74462238 23-NOV-1993	1971679 30-APR-1996	09 16
WIGGLEWORKS BEGINNING READING & WRITING TECHNOLOGY 	77269312 31-AUG-2007	3547815 16-DEC-2008	09
WIGGLEWORKS BEGINNING READING & WRITING TECHNOLOGY 	77269335 31-AUG-2007	3562038 13-JAN-2009	16
X SKILLS ASSESSMENT	85109513 17-AUG-2010	3950505 26-APR-2011	09
ZIP INTO LANGUAGE. ZOOM INTO READING!	77065189 15-DEC-2006	3259924 10-JUL-2007	09

U.S. Trademark Applications

Mark	Serial No./ Filing Date	Int'l Classes
BASE 10	86445121 05-NOV-2014	41
COMMON CORE CODE X	86272960 6-MAY-2014	09
COMMON CORE CODE X 	86273013 5-DEC-2013	09
COMMON CORE CODE X	86272984 06-MAY-2014	41
COMMON CORE CODE X 	86273000 06-MAY-2014	41
WRITE 180	85830181 23-JAN-2013	09