

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOM SNYDER PRODUCTIONS, INC.		05/29/2015	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: 30

Property Type	Number	Word Mark
Registration Number:	2128059	CHOICES, CHOICES
Registration Number:	2550282	COMMUNITY CONSTRUCTION KIT
Registration Number:	2021985	DECISIONS, DECISIONS
Registration Number:	2073289	
Registration Number:	2715491	DIORAMA DESIGNER
Registration Number:	2013728	GEOGRAPHY SEARCH
Registration Number:	2267973	INTERNATIONAL INSPIRER
Registration Number:	2411520	MAPMAKER'S TOOLKIT
Registration Number:	2466462	MATH MYSTERIES
Registration Number:	2250700	NATIONAL INSPIRER
Registration Number:	2852337	NEIGHBORHOOD MAPMACHINE
Registration Number:	2432811	PRIME TIME MATH
Registration Number:	2544476	RAINFOREST DESIGNER
Registration Number:	2431894	RAINFOREST RESEARCHERS
Registration Number:	2909640	READING FOR MEANING
Registration Number:	1585378	READING MAGIC
Registration Number:	2188270	SCIENCE COURT
Registration Number:	2516906	SCIENCE SEEKERS
Registration Number:	2013729	THE GRAPH CLUB

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2066445	THE GREAT OCEAN RESCUE
Registration Number:	2066443	THE GREAT SOLAR SYSTEM RESCUE
Registration Number:	2972429	THINKING READER
Registration Number:	2972430	THINKING READER
Registration Number:	2897933	THINKING READER
Registration Number:	2897934	THINKING READER
Registration Number:	3244711	TIMELINER
Registration Number:	2015456	TOM SNYDER PRODUCTIONS
Registration Number:	2015457	TOM SNYDER PRODUCTIONS
Registration Number:	2015451	TOM SNYDER PRODUCTIONS
Registration Number:	1954322	TOM SNYDER PRODUCTIONS

CORRESPONDENCE DATA

Fax Number: 6508385109
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.
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:	06/16/2015

Total Attachments: 5

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- source=0 - Mexico Citi Trademark Security Agreement (Term - TSP)#page3.tif
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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 May 29, 2015, is made by the Person listed on the signature page hereof (the "*Grantor*"), in favor of Citibank, N.A. (together with its affiliates, "*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, a corporation organized under the laws of the State of Delaware and parent company of the Grantor ("*Holdings*"), Houghton Mifflin Harcourt Publishers Inc., a corporation organized under the laws of the State of Delaware, HMH Publishers LLC, a limited liability company organized under the laws of the State of Delaware, Houghton Mifflin Harcourt Publishing Company, a corporation organized under the laws of the Commonwealth of Massachusetts, the Grantor and the other subsidiaries of Holdings from time to time party thereto have entered into that certain Amended and Restated Term Loan Credit Agreement dated as of May 22, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, including on May 29, 2015, 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 to the Collateral Agent that certain Supplement No. 2 dated as of May 29, 2015 (the "*Security Agreement Supplement*") to that certain Amended and Restated Term Facility Guarantee and Collateral Agreement dated as of May 22, 2012 (as amended and restated on May 29, 2015), made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively with the Security Agreement Supplement, the "*Security Agreements*").

WHEREAS, under the terms of the Security Agreements, 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 has 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 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4 Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. 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 Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreements shall remain in full force and effect in accordance with their terms. In the event of any conflict between the Security Agreements and this Trademark Security Agreement, the terms of the Security Agreements shall control.

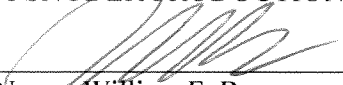
Section 5 Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[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.

TOM SNYDER PRODUCTIONS, INC.

By


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


Address for Notices:
222 Berkeley Street
Boston, MA 02116



[Trademark Security Agreement (Term) – Tom Snyder Productions, Inc.]

TRADEMARK
REEL: 005553 FRAME: 0933

Schedule A

U.S. Trademark Registrations

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
CHOICES, CHOICES	75021817 20-NOV-1995	2128059 13-JAN-1998	09
COMMUNITY CONSTRUCTION KIT	75432151 11-FEB-1998	2550282 19-MAR-2002	09
DECISIONS, DECISIONS	75020891 16-NOV-1995	2021985 10-DEC-1996	09
<i>Design Only</i> 	75021818 20-NOV-1995	2073289 24-JUN-1997	09
DIORAMA DESIGNER 	76412674 28-MAY-2002	2715491 13-MAY-2003	09
GEOGRAPHY SEARCH	75021822 20-NOV-1995	2013728 05-NOV-1996	09
INTERNATIONAL INSPIRER	75021816 20-NOV-1995	2267973 10-AUG-1999	09
MAPMAKER'S TOOLKIT	75675877 02-APR-1999	2411520 05-DEC-2000	09
MATH MYSTERIES	75747522 12-JUL-1999	2466462 03-JUL-2001	09
NATIONAL INSPIRER	75021820 20-NOV-1995	2250700 08-JUN-1999	09
NEIGHBORHOOD MAPMACHINE	76155008 27-OCT-2000	2852337 15-JUN-2004	09 16
PRIME TIME MATH	75675876 02-APR-1999	2432811 06-MAR-2001	09 16
RAINFOREST DESIGNER	76148197 17-OCT-2000	2544476 05-MAR-2002	09
RAINFOREST RESEARCHERS	75033202 15-DEC-1995	2431894 27-FEB-2001	09
READING FOR MEANING 	76509151 24-APR-2003	2909640 14-DEC-2004	09

Mark	App. No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes
READING MAGIC	73767776 06-DEC-1988	1585378 06-MAR-1990	09
SCIENCE COURT	75153211 20-AUG-1996	2188270 08-SEP-1998	09 16
SCIENCE SEEKERS	76108268 11-AUG-2000	2516906 11-DEC-2001	09
THE GRAPH CLUB	75022035 20-NOV-1995	2013729 05-NOV-1996	09
THE GREAT OCEAN RESCUE	75022145 20-NOV-1995	2066445 03-JUN-1997	09
THE GREAT SOLAR SYSTEM RESCUE	75021815 20-NOV-1995	2066443 03-JUN-1997	09
THINKING READER  Thinking Reader	76568053 22-DEC-2003	2972429 19-JUL-2005	09
THINKING READER  Thinking Reader	76568054 22-DEC-2003	2972430 19-JUL-2005	16
THINKING READER	76528016 25-JUN-2003	2897933 26-OCT-2004	16
THINKING READER	76528017 25-JUN-2003	2897934 26-OCT-2004	09
TIMELINER	78929553 14-JUL-2006	3244711 22-MAY-2007	09
TOM SNYDER PRODUCTIONS	75022036 20-NOV-1995	2015456 12-NOV-1996	41
TOM SNYDER PRODUCTIONS	75022037 20-NOV-1995	2015457 12-NOV-1996	42
TOM SNYDER PRODUCTIONS	75021819 20-NOV-1995	2015451 12-NOV-1996	09
TOM SNYDER PRODUCTIONS	74555821 01-AUG-1994	1954322 06-FEB-1996	09 28

U.S. Trademark Applications

None.