

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345363

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------|
| TOM SNYDER PRODUCTIONS, INC. | | 06/18/2015 | 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: | 06/22/2015 |

Total Attachments: 6

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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 June 18, 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 (f/k/a HMH Holdings (Delaware), Inc.), 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, and the other subsidiaries of Holdings from time to time party thereto are party to that certain 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, 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 dated as of June 18, 2015 (the “*Security Agreement Supplement*”) to that certain Revolving Facility Guarantee and Collateral Agreement dated as of May 22, 2012 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

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 |

| Mark | App. No./ Filing Date | Reg. No./ Reg. Date | Int'l Classes |
|--|--------------------------|------------------------|---------------|
| READING FOR MEANING  | 76509151 24-APR-2003 | 2909640 14-DEC-2004 | 09 |
| 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  | 76568053 22-DEC-2003 | 2972429 19-JUL-2005 | 09 |
| 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.