

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM349766

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Scholastic Inc.		05/29/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Houghton Mifflin Harcourt Publishing Company		
<b>Street Address:</b>	222 BERKELEY STREET		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85909156	NUMBER TALKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbraibanti@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Jill C. Braibanti		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	19093-017		
<b>NAME OF SUBMITTER:</b>	Jill C. Braibanti		
<b>SIGNATURE:</b>	/Jill C. Braibanti/		
<b>DATE SIGNED:</b>	07/30/2015		
<b>Total Attachments: 5</b>			
source=Number Talks Trademark Assignment#page1.tif			
source=Number Talks Trademark Assignment#page2.tif			
source=Number Talks Trademark Assignment#page3.tif			
source=Number Talks Trademark Assignment#page4.tif			
source=Number Talks Trademark Assignment#page5.tif			

CH \$40.00 85909156

## **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 trademark application listed in Schedule 1 hereto, together with all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the "Trademark"), upon the terms and subject to the conditions set forth in 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 Trademark, together with (a) all income, royalties, damages and payments related thereto, (b) the right, if any, to register, prosecute, maintain and defend the Trademark 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 Trademark. 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 Trademark, (b) the Assignee's

and its Affiliates' rights to use and control the Trademark, or (c) the validity of the Trademark.

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 Trademark, 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.

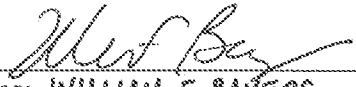
Section 5. Governing Law. This Trademark Assignment Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

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 effective as of the date first above written.

HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

By:   
Name: WILLIAM F. BAYERS  
Title: EVP, SECRETARY & GENERAL COUNSEL

SCHOLASTIC INC.

By: \_\_\_\_\_  
Name: Maureen O'Connell  
Title: Executive Vice President, Chief  
Administrative Officer and Chief Financial  
Officer

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

HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY

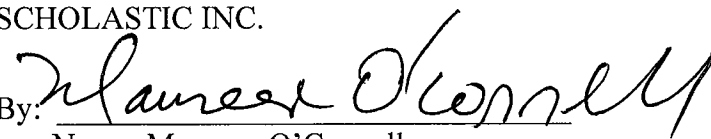
By: \_\_\_\_\_

Name:

Title:

SCHOLASTIC INC.

By: \_\_\_\_\_



Name: Maureen O'Connell

Title: Executive Vice President, Chief  
Administrative Officer and Chief Financial  
Officer

**Schedule 1**

**U.S. Trademark Application**

Mark	Serial No./ Filing Date	Int'l Classes
NUMBER TALKS	85909156 19-APR-2013	16