

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM358182

<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		10/07/2015	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: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86698024	HMHONE	
<b>Serial Number:</b>	86697975	HMHONE	
<b>Serial Number:</b>	86722429	HMH PORTFOLIO	
<b>Serial Number:</b>	86722216	BOUND FOR SUCCESS	
<b>Serial Number:</b>	86722230	BOUND FOR SUCCESS	
<b>Serial Number:</b>	86722343	GOSSIE&FRIENDS	
<b>Serial Number:</b>	86722267	GOSSIE&FRIENDS	
<b>Serial Number:</b>	86722304	GOSSIE&FRIENDS	
<b>Serial Number:</b>	86722254	GOSSIE&FRIENDS	
<b>Serial Number:</b>	86722276	GOSSIE&FRIENDS	
<b>Serial Number:</b>	86737468	INSIDE THE TEXT	
<b>Serial Number:</b>	86737488	INSIDE THE TEXT	
<b>Serial Number:</b>	86737568	SCIENCEFUSION	
<b>Serial Number:</b>	86737532	SCIENCEFUSION	
<b>Serial Number:</b>	86756990	SCIENCEFUSION	
<b>Serial Number:</b>	86758113	CURIOSITYVILLE	
<b>CORRESPONDENCE DATA</b>			

CH \$415.00 86698024

**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:** 1460 EL CAMINO REAL, 2ND FLOOR

**Address Line 2:** SHEARMAN & STERLING LLP

**Address Line 4:** MENLO PARK, CALIFORNIA 94025

<b>ATTORNEY DOCKET NUMBER:</b>	35609-33
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<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
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<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
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<b>DATE SIGNED:</b>	10/09/2015
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement Supplement**”) dated October 7, 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, the Grantor, and the subsidiaries of Holdings from time to time party thereto are party to that certain Amended and Restated Revolving Credit Agreement dated as of May 22, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, including on July 22, 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 Amended and Restated Revolving Facility Guarantee and Collateral Agreement dated as of May 22, 2012 (as amended and restated on July 22, 2015), 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 as of June 21, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively with the Security Agreement, 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, 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 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 “**Additional 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 Supplement.

Section 3     Execution in Counterparts.   This Trademark Security Agreement Supplement 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 Supplement 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 Additional 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 Supplement, the terms of the Security Agreements shall control.

Section 5     Governing Law.   This Trademark Security Agreement Supplement 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 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**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	HMHON E	United States	LIVE	86/697967		20-July-2015	
Houghton Mifflin Harcourt Publishing Company	HMHONE	United States	LIVE	86/397308		20-July-2015	
Houghton Mifflin Harcourt Publishing Company	HMH PORTFOLIO	United States	LIVE	86/722429		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	BOUND FOR SUCCESS	United States	LIVE	86/722216		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	BOUND FOR SUCCESS	United States	LIVE	86/722230		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	GOSSIE&FRIENDS & DESIGN	United States	LIVE	86/722343		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	GOSSIE&FRIENDS & DESIGN	United States	LIVE	86/722267		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	GOSSIE&FRIENDS	United States	LIVE	86/722304		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	GOSSIE&FRIENDS	United States	LIVE	85/722254		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	GOSSIE&FRIENDS	United States	LIVE	85/722276		12-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	INSIDE THE TEXT	United States	LIVE	85/737468		26-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	INSIDE THE TEXT	United States	LIVE	85/737488		26-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	SCIENCEFUSION	United States	LIVE	85/737568		26-Aug-2015	

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Houghton Mifflin Harcourt Publishing Company	SCIENCEFUSION	United States	LIVE	85/737532		26-Aug-2015	
Houghton Mifflin Harcourt Publishing Company	SCIENCEFUSION	United States	LIVE	85/756990		15-Sep-2015	
Curiosityville	CURIOSITYVILLE	United States	LIVE	86/758113		16-Sep-2015	