TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (TERM)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/20/2016	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: 18

Property Type	Number	Word Mark
Serial Number:	86888098	CARMEN SANDIEGO
Serial Number:	86888107	CARMEN SANDIEGO
Serial Number:	86895662	CARMEN SANDIEGO
Serial Number:	86895648	CARMEN SANDIEGO
Serial Number:	86895699	THE OREGON TRAIL
Serial Number:	86921001	THE OREGON TRAIL
Serial Number:	86921017	THE OREGON TRAIL
Serial Number:	86921040	THE OREGON TRAIL
Serial Number:	86904834	PHONICS INVENTORY
Serial Number:	86904843	PHONICS INVENTORY
Serial Number:	86904850	PHONICS INVENTORY
Serial Number:	86904731	M MATH INVENTORY
Serial Number:	86904657	MATH INVENTORY
Serial Number:	86904701	R READING INVENTORY
Serial Number:	86904622	READING INVENTORY
Serial Number:	86956266	A RHINO NAMED PAUL
Serial Number:	86956227	A RHINO NAMED PAUL
Serial Number:	86956200	A RHINO NAMED PAUL

CH $465.00 86888098

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: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35609-00033
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	01/31/2018

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 April 20, 2016, 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 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 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 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.*]

TRADEMARK
REEL: 006262 FRAME: 0707

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

TRADEMARK
REEL: 006262 FRAME: 0708

Schedule A
Additional Trademark Collateral
January 1, 2016 – March 31, 2016

As of December 31, 2015, (i) Choice Solutions, Inc. merged with and into Houghton Mifflin Harcourt Publishing Company; (ii) Curiosityville, Inc. merged with and into Houghton Mifflin Harcourt Publishing Company; (iii) SchoolChapters, Inc. merged with and into The Riverside Publishing Company; (iv) The Riverside Publishing Company merged with and into Houghton Mifflin Harcourt Publishing Company; and (v) Tom Snyder Productions, Inc. merged with and into Houghton Mifflin Harcourt Publishing Company.

New Applications:

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/888098		27-Jan-2016	
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/888107		27-Jan-2016	
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/895662		27-Jan-2016	
Houghton Mifflin Harcourt Publishing Company	CARMEN SANDIEGO	United States	LIVE	86/895648		03-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/895699		26-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/921001		26-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/921017		26-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	THE OREGON TRAIL	United States	LIVE	86/921040		26-Feb-2016	

TRADEMARK
REEL: 006262 FRAME: 0709

RECORDED: 01/31/2018

TRADEMARK
REEL: 006262 FRAME: 0710

Schedule A
Additional Trademark Collateral
January 1, 2016 – March 31, 2016

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY	United States	LIVE	86/904834		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY	United States	LIVE	86/904843		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	PHONICS INVENTORY	United States	LIVE	86/904650		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY & DESIGN	United States	LIVE	86/904731		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	MATH INVENTORY	United States	LIVE	86/904657		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY & DESIGN	United States	LIVE	86/904701		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	READING INVENTORY	United States	LIVE	86/904622		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	86/956266		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	86/956227		11-Feb-2016	
Houghton Mifflin Harcourt Publishing Company	A RHINO NAMED PAUL	United States	LIVE	86/956200		11-Feb-2016	