

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM475177

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A. | | 05/11/2018 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | Houghton Mifflin Harcourt Publishing Company | | |
| Street Address: | 125 High Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | Corporation: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5146839 | CURIOUS WORLD | |
| Registration Number: | 4625131 | CURIOUS WORLD | |
| Registration Number: | 5161261 | CURIOUS WORLD | |
| Registration Number: | 4653043 | CURIOUS WORLD | |
| Registration Number: | 5315109 | MOONLIGHT STORYTIME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | jbraibanti@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com | | |
| Correspondent Name: | Jill C. Braibanti | | |
| Address Line 1: | Paul Weiss Rifkind Wharton & Garrison | | |
| Address Line 2: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 019093-00015 | | |
| NAME OF SUBMITTER: | Jill C. Braibanti | | |
| SIGNATURE: | /Jill C. Braibanti/ | | |
| DATE SIGNED: | 05/23/2018 | | |

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (TERM)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (TERM), dated as of May 11, 2018 (this "Release"), is made by CITIBANK, N.A. (the "Collateral Agent"), in its capacity as Collateral Agent under that certain Amended and Restated Term Loan Credit Agreement, dated as of May 22, 2012 (as amended and restated on May 29, 2015), by and among Houghton Mifflin Harcourt Company, a Delaware corporation ("Holdings"), Houghton Mifflin Harcourt Publishers Inc., a Delaware corporation ("HMHP"), HMH Publishers LLC, a Delaware limited liability company ("Publishers"), Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("HMCo"), the Subsidiary Guarantors identified therein, the Lenders identified therein, Citibank, N.A., in its capacity as administrative agent, and the Collateral Agent (as amended, amended and restated, extended, supplemented or otherwise modified from time to time, the "Term Loan Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, in connection with the Term Loan Credit Agreement, (i) Holdings, HMHP, Publishers, HMCo, the Collateral Agent, and the subsidiaries of Holdings from time to time party thereto entered into 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) (the "Collateral Agreement"); and (ii) the Collateral Agent and HMCo, as Grantor, entered into that certain Trademark Security Agreement, dated June 21, 2012, which was recorded with the United States Patent and Trademark Office ("USPTO") on July 20, 2012 at Reel No. 4824, Frame No. 0687 (the "Trademark Security Agreement", and collectively with the Collateral Agreement and any other trademark security agreement or supplement made in favor of the Collateral Agent in connection with the Collateral Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, HMCo granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the Trademark Collateral (as defined in the Trademark Security Agreement), including but not limited to the trademark registrations and applications set forth on Schedule I attached hereto together with the goodwill symbolized thereby (the "Released Trademarks");

WHEREAS, HMCo desires that the Collateral Agent terminate and release any and all right, title and interest it may have in the Released Trademarks pursuant to the Term Loan Credit Agreement and the Security Agreements, and the Collateral Agent has agreed to do so; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees, for the benefit of HMCo, as follows:

SECTION 1. *Release of Security Interest in Released Trademarks.* The Collateral Agent does hereby terminate, release, relinquish and discharge its security interest in, and right of setoff against, all of HMCo's right, title and interest in and to the Released Trademarks, and hereby reassigns and transfers to HMCo all right, title and interest that the Collateral Agent may have in the Released Trademarks. This Release is applicable only and solely with respect to the Released Trademarks and to no other Trademark Collateral arising under the Security Agreements (the "Other Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreements with respect to all such Other Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Other Collateral.


SECTION 2. *Further Assurances.* The Collateral Agent hereby authorizes HMCo or its designee (i) to record this Release with the USPTO, (ii) file UCC financing statement amendments or terminations, as applicable, in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and (iii) otherwise record or file this Release in applicable governmental offices or agencies. The Collateral Agent further authorizes and requests that the USPTO Commissioner for Trademarks, and any other necessary United States government officer, record this Release. The Collateral Agent further agrees to execute and deliver to HMCo any and all further documents and instruments, and do any and all further acts which HMCo (or its designees) reasonably request, at HMCo's sole cost and expense, in order to confirm this Release and HMCo's right, title and interest in, to and under the Released Trademarks.

SECTION 3. *Governing Law.* This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, this Release of Security Interest in Trademarks (Term)
has been duly executed as of the date first written above.

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: David Tuder
Title: Director & Vice President

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS (TERM)

Released Trademarks

| Mark | Owner | Country | App. No. | Reg. No. | App. Date | Reg. Date |
|------------------------|---|------------------|------------|----------|------------|------------|
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | United States | 76/714,133 | 5146839 | 5/13/2013 | 2/21/2017 |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | United States | 76/714,134 | 4625131 | 5/13/2013 | 10/21/2014 |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | United States | 76/714,135 | 5161261 | 5/13/2013 | 3/14/2017 |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | United States | 76/714,132 | 4653043 | 5/13/2013 | 12/9/2014 |
| MOONLIGHT STORYTIME | Houghton Mifflin Harcourt Publishing Company | United States | 87/253,214 | 5315109 | 12/1/2016 | 10/24/2017 |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | China | 21716534 | N/A | 10/28/2016 | N/A |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | China | 21716541 | N/A | 10/28/2016 | N/A |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | China | 21716542 | N/A | 10/28/2016 | N/A |
| CURIOUS WORLD | Houghton Mifflin Harcourt Publishing Company | China | 21716543 | N/A | 10/28/2016 | N/A |