

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks (TERM)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		10/01/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Houghton Mifflin Harcourt Publishing Company		
Street Address:	222 BERKELEY STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	2756951	BEAR BASIC EARLY ASSESSMENT OF READING	
Registration Number:	2946363	BEAR BASIC EARLY ASSESSMENT OF READING	
Registration Number:	3131741	BATERIA III	
Registration Number:	3131805	BATERIA III WOODCOCK-MUÑOZ	
Serial Number:	87775876	BATERIA IV	
Serial Number:	87775895	BATERÍA IV	
Registration Number:	2769779	BEAR	
Registration Number:	2605875	BEAR	
Registration Number:	2828276	BEAR	
Registration Number:	2605874	BEAR	
Registration Number:	2939148	BEAR BASIC EARLY ASSESSMENT OF READING C	
Registration Number:	1198662	BENDER	
Registration Number:	1492201	COGAT	
Registration Number:	2364704	COMPUSCORE	
Registration Number:	3125501	DAR DIAGNOSTIC ASSESSMENTS OF READING	
Registration Number:	4819555	ECAD	
Registration Number:	4828602	ECAD	
Registration Number:	4819556	ECAD	
Registration Number:	2444444	GATES-MACGINITIE READING TESTS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2444443	GATES-MACGINITIE READING TESTS
Registration Number:	1517921	IOWA TESTS OF BASIC SKILLS
Registration Number:	2964654	IOWA TESTS OF EDUCATIONAL DEVELOPMENT
Registration Number:	1477647	ITBS
Registration Number:	1496736	ITED
Registration Number:	2586557	LOGRAMOS
Registration Number:	2766610	LOGRAMOS
Registration Number:	2662865	MEASURING LESS WOULD BE UNBEARABLE
Registration Number:	3200139	QELI
Registration Number:	3144042	QUALLS EARLY LEARNING INVENTORY
Registration Number:	3144043	QUALLS EARLY LEARNING INVENTORY
Registration Number:	0767596	RIVERSIDE
Registration Number:	2549134	THE IOWA TESTS
Registration Number:	2265725	UNIT
Registration Number:	2265726	UNIT UNIVERSAL NONVERBAL INTELLIGENCE TE
Registration Number:	4752097	WIIIP
Registration Number:	4805550	WIIIP
Registration Number:	4752100	WIIIP
Registration Number:	4805553	WIIIP
Registration Number:	2456103	WJ-III
Registration Number:	2458192	WJ III
Registration Number:	2458193	WJ III
Registration Number:	3182305	WJ III DIAGNOSTIC READING BATTERY
Registration Number:	3170450	WJ III DIAGNOSTIC READING BATTERY
Registration Number:	3395326	WJ III NU
Registration Number:	3395327	WJ III NU
Registration Number:	4847523	WJ IV
Registration Number:	4802494	WJ IV
Registration Number:	1803155	WJ-R
Registration Number:	1801920	WOODCOCK-JOHNSON
Registration Number:	3161467	WOODCOCK-MUÑOZ LANGUAGE SURVEY

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

TRADEMARK

REEL: 006447 FRAME: 0444

Address Line 2:	55 East Monroe, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7023.050
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	10/02/2018
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Total Attachments: 6

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (TERM)

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (TERM), dated as of October 1, 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.

WITNESSETH:

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 (as amended, amended and restated, supplemented or otherwise modified from time to time, 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 those trademark registrations and applications set forth on Schedule 1 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 limited to and applicable only and solely with respect to the Released Trademarks and shall not apply in any respect to 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 U.S. Patent and Trademark Office ("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: Scott Skovitz
Title: Director & Vice President

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

Released Trademarks

No.	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
1.	BASIC EARLY ASSESSMENT OF READING & design	6/6/2001	76267561	8/26/2003	2756951
2.	BASIC EARLY ASSESSMENT OF READING & design	6/6/2001	76267764	5/3/2005	2946363
3.	BATERIA III & DESIGN	6/27/2005	76641834	8/22/2006	3131741
4.	BATERIA III WOODCOCK- MUÑOZ	12/5/2005	76651302	8/22/2006	3131805
5.	BATERIA IV & Design	1/30/2018	87775876	Registration Pending	Registration Pending
6.	BATERIA IV & Design	1/30/2018	87775895	Registration Pending	Registration Pending
7.	BEAR	6/6/2001	76267777	9/30/2003	2769779
8.	BEAR	6/6/2001	76267706	8/6/2002	2605875
9.	BEAR & design	6/6/2001	76267701	3/30/2004	2828276
10.	BEAR & design	6/6/2001	76267705	8/6/2002	2605874
11.	BEAR BASIC EARLY ASSESSMENT OF READING COMPUTER ADMINISTERED & design	6/2/2003	76518616	4/12/2005	2939148
12.	BENDER	9/8/1980	73277187	6/22/1982	1198662
13.	COGAT	9/24/1987	73686186	6/14/1988	1492201
14.	COMPUSCORE	9/23/1999	75807289	7/4/2000	2364704
15.	DAR DIAGNOSTIC ASSESSMENTS OF READING & design	6/27/2005	76641837	8/8/2006	3125501
16.	ECAD	9/17/2014	86397308	9/22/2015	4819555
17.	ECAD	9/17/2014	86397327	10/6/2015	4828602

No.	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
18.	ECAD	9/17/2014	86397316	9/22/2015	4819556
19.	GATES-MACGINITIE READING TESTS	4/19/2000	76029749	4/17/2001	2444444
20.	GATES-MACGINITIE READING TESTS & design	4/19/2000	76029628	4/17/2001	2444443
21.	IOWA TESTS OF BASIC SKILLS	7/10/1987	73671089	12/27/1988	1517921
22.	IOWA TESTS OF EDUCATIONAL DEVELOPMENT	11/20/2003	76563169	7/5/2005	2964654
23.	ITBS	7/10/1987	73671094	2/23/1988	1477647
24.	ITED	11/2/1987	73693103	7/19/1988	1496736
25.	LOGRAMOS	1/10/2001	76192240	6/25/2002	2586557
26.	LOGRAMOS & design	10/25/2002	76461926	9/23/2003	2766610
27.	MEASURING LESS WOULD BE UNBEARABLE	1/29/2002	76364289	12/17/2002	2662865
28.	QELI	8/22/2005	76645272	1/23/2007	3200139
29.	QUALLS EARLY LEARNING INVENTORY	7/15/2005	76642909	9/19/2006	3144042
30.	QUALLS EARLY LEARNING INVENTORY & design	7/15/2005	76642910	9/19/2006	3144043
31.	RIVERSIDE	4/2/1963	72165924	3/31/1964	0767596
32.	THE IOWA TESTS	5/2/2000	76039447	3/19/2002	2549134
33.	UNIT & design	1/29/1998	75425934	7/27/1999	2265725
34.	UNIVERSAL NONVERBAL INTELLIGENCE TEST & design	1/29/1998	75425942	7/27/1999	2265726
35.	WIIP	12/12/2014	86478654	12/12/2014	4752097
36.	WIIP	12/12/2014	86478726	9/1/2015	4805550
37.	WIIP & design	12/16/2014	86481574	12/16/2014	4752100
38.	WIIP & design	12/16/2014	86481622	9/1/2015	4805553

Schedule I-2

TRADEMARK
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No.	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
39.	WJ III	5/5/1999	75698540	5/29/2001	2456103
40.	WJ III	5/5/1999	75698458	6/5/2001	2458192
41.	WJ III & design	5/5/1999	75698541	6/5/2001	2458193
42.	WJ III DIAGNOSTIC READING BATTERY & design	6/27/2005	76641833	12/12/2006	3182305
43.	WJ III DIAGNOSTIC READING BATTERY & design	6/27/2005	76641836	11/14/2006	3170450
44.	WJ III NU & design	7/24/2006	76663575	3/11/2008	3395326
45.	WJ III NU & design	7/24/2006	76663576	3/11/2008	3395327
46.	WJ IV & design	10/1/2014	86411516	11/3/2015	4847523
47.	WJ IV & design	10/1/2014	86411395	9/1/2015	4802494
48.	WJ-R	6/29/1992	74367189	11/9/1993	1803155
49.	WOODCOCK-JOHNSON	6/29/1992	74289618	11/2/1993	1801920
50.	WOODCOCK-MUÑOZ LANGUAGE SURVEY	12/5/2005	76651303	10/24/2006	3161467

Schedule I-3