

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503550

<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>
HMH IP COMPANY UNLIMITED COMPANY		12/26/2018	Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		
<b>Street Address:</b>	125 HIGH STREET		
<b>City:</b>	BOSTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 73</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76543144	ADVENTURE WORKSHOP	
<b>Serial Number:</b>	75476726	AN OCEAN ADVENTURE	
<b>Serial Number:</b>	74259831	BAILEY'S BOOK HOUSE	
<b>Serial Number:</b>	74250835	BODYWORKS	
<b>Serial Number:</b>	76340670	BRODERBUND	
<b>Serial Number:</b>	75100838	CARNIVAL COUNTDOWN	
<b>Serial Number:</b>	74253133	COMPTON'S	
<b>Serial Number:</b>	75326410		
<b>Serial Number:</b>	75377337	E	
<b>Serial Number:</b>	75908154		
<b>Serial Number:</b>	75908153		
<b>Serial Number:</b>	76241940	DESTINATION MATH	
<b>Serial Number:</b>	75483855	DESTINATION MATH	
<b>Serial Number:</b>	76244770	DESTINATION READING	
<b>Serial Number:</b>	76208372	EDMARK	
<b>Serial Number:</b>	75377338	E EDMARK IGNITE THE CURIOUS MIND	
<b>Serial Number:</b>	75606235	FRIPPLETOWN	
<b>Serial Number:</b>	75305876	GRADE BUILDER	
<b>Serial Number:</b>	76976414	LEARNING COMPANY BOOKS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	74186738	LIVING BOOKS
Serial Number:	78616888	LIVING BOOKS
Serial Number:	75400267	MATH MUNCHERS
Serial Number:	74666624	MAVIS BEACON
Serial Number:	73679385	MAVIS BEACON TEACHES TYPING!
Serial Number:	75400012	MEGA MUNCHERS
Serial Number:	77906138	MIGHTY MATH
Serial Number:	76543145	MIGHTY MATH
Serial Number:	75361347	MILLIE & BAILEY
Serial Number:	74259830	MILLIE'S MATH HOUSE
Serial Number:	75112049	NUMBER HEROES
Serial Number:	74011267	OUTNUMBERED!
Serial Number:	85093906	PRINTMASTER
Serial Number:	76488490	READER RABBIT
Serial Number:	73610683	READER RABBIT
Serial Number:	75290307	READER RABBIT'S KINDERGARTEN
Serial Number:	75290308	READER RABBIT'S PRESCHOOL
Serial Number:	75290305	READER RABBIT'S TODDLER
Serial Number:	76204219	RIVERDEEP
Serial Number:	75452165	RIVERDEEP
Serial Number:	74584759	SAMMY'S SCIENCE HOUSE
Serial Number:	74242947	SKILLS BANK
Serial Number:	75403289	SKY ISLAND MYSTERIES
Serial Number:	74482637	SMARTSTUFF
Serial Number:	76347324	STARFLYERS
Serial Number:	76487249	STARFLYERS
Serial Number:	74260357	STORYBOOK WEAVER
Serial Number:	74381595	THE AMAZON TRAIL
Serial Number:	75367142	THE CLUEFINDERS
Serial Number:	75373321	THE COMPLETE REFERENCE COLLECTION
Serial Number:	86969569	THE LEARNING COMPANY
Serial Number:	86968191	THE LEARNING COMPANY
Serial Number:	87814170	THE OREGON TRAIL
Serial Number:	87499051	THE OREGON TRAIL
Serial Number:	87499037	THE OREGON TRAIL
Serial Number:	86921040	THE OREGON TRAIL
Serial Number:	86921017	THE OREGON TRAIL
Serial Number:	86921001	THE OREGON TRAIL

Property Type	Number	Word Mark
Serial Number:	86895699	THE OREGON TRAIL
Serial Number:	74310889	THE OREGON TRAIL
Serial Number:	73536250	THE PRINT SHOP
Serial Number:	75480194	THE PRINT SHOP ESSENTIALS
Serial Number:	75892309	THEMEWEAVERS
Serial Number:	74802523	THINKIN' THINGS
Serial Number:	75243723	TLC THE LEARNING COMPANY
Serial Number:	75491451	TRAVEL THE WORLD
Serial Number:	74315098	TREASURE COVE!
Serial Number:	74452001	TREASURE MOUNTAIN!
Serial Number:	75400011	TRIVIA MUNCHERS
Serial Number:	77853134	TRUDY'S TIME & PLACE HOUSE
Serial Number:	75338996	TRUE NETWORK VERSIONS
Serial Number:	75400010	WORD MUNCHERS
Serial Number:	74468498	WORDS AROUND ME
Serial Number:	75100467	ZOO ZILLIONS

#### CORRESPONDENCE DATA

Fax Number: 2125750671

*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: 2127909200

Email: trademark@cll.com

Correspondent Name: Mary A. Donovan

Address Line 1: 114 West 47th Street

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	31265.001
NAME OF SUBMITTER:	Mary A. Donovan
SIGNATURE:	/madonovan/
DATE SIGNED:	12/27/2018

#### Total Attachments: 9

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This Assignment is dated December 26, 2018

**Between:**

- (1) **HMH IP Company Unlimited Company**, a company incorporated in Ireland (registered number 449588) and having its registered office at Trinity Central, 152-160 Pearse Street, Dublin 2, Ireland (the "**Assignor**"); and
- (2) **Houghton Mifflin Harcourt Publishing Company**, a company incorporated in Massachusetts and having its registered office at 125 High Street, Boston, MA 02110, USA (the "**Assignee**"),

each a "**Party**" and together, the "**Parties**".

**Background:**

The Parties have entered into the Asset Transfer Agreement (as defined below) to transfer certain Intellectual Property (as defined below) and associated contracts from the Assignor to the Assignee. Pursuant to the Asset Transfer Agreement, the Assignor has agreed to assign to the Assignee the Assigned Rights on the terms set out in this Assignment.

**1 Interpretation**

1.1 The following definitions and rules of interpretation apply in this Assignment:

"Asset Transfer Agreement"	means the asset transfer agreement entered into on or about the date hereof between the Assignor and the Assignee;
"Assigned Rights"	means the Copyrights and the Trademarks;
"Business Day"	means a day, other than a Saturday, Sunday or public holiday, when banks in Dublin, Ireland and Boston, Massachusetts are open for business;
"Consideration"	means the consideration payable under the Asset Transfer Agreement;
"Copyrights"	means the copyrights related to the Intellectual Property, including but not limited to those set out in Schedule 1;
"Group"	means in relation to a Party, that Party and any other company which is for the time being (whether on or after the date hereof) a Related Undertaking of that Party;
"Intellectual Property"	means any and all patents, registered trademarks, service marks, registered designs, applications for any of the foregoing, trade and business names, unregistered trademarks, trade dress, logos, know-how, trade secrets, copyrights, copyright registrations, database rights, rights in designs, inventions, rights under licences and consents in

relation to any such rights, and rights of the same or similar effect or nature, together with all goodwill attaching or relating thereto, in any part of the world (whether or not capable of protection by registration) which are held by the Seller in connection with "The Oregon Trail" and "Riverdeep";

**"Related Undertaking"**

means in relation to any company means any subsidiary or holding company of that company or any subsidiary of any such holding company;

**"Trademarks"**

means the trademarks relating to Intellectual Property and copyrights, including but not limited to those set out in Schedule 2; and

**"VAT"**

means value added tax or any equivalent tax chargeable in Ireland or elsewhere.

- 1.2 Clause, schedule and paragraph headings will not affect the interpretation of this Assignment.
- 1.3 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 If there is an inconsistency between any of the provisions in the main body of this Assignment and the Schedules, the provisions in the main body of this Assignment will prevail.

**2 Assignment and Transfer of Assigned Rights**

- 2.1 In consideration of the Consideration, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Assigned Rights, with effect from the date hereof, including:
  - (a) the absolute entitlement to any registrations granted pursuant to any of the Assigned Rights; and
  - (b) the right to bring, make, oppose, defend or appeal proceedings, claims or actions, and obtain relief and to retain any damages recovered, in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this Assignment.

**3 Warranties and Indemnities**

The Assignor does not give any warranties, indemnities or representations to the Assignee in respect of the Assigned Rights assigned by it under this Assignment and all implied terms are excluded.

**4 General**


- 4.1 This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall constitute


an original, and all such counterparts together constituting but one and the same instrument. An executed counterpart hereunder shall either be delivered by one party to the other party or delivered to such person that the other party shall have nominated for the purposes of accepting delivery.

- 4.2 The provisions of this Assignment which shall not have been performed on the Completion Date shall remain in full force and effect notwithstanding Completion.
- 4.3 This Assignment shall be binding upon and enure to the benefit of the respective parties hereto and their respective personal representatives, successors and permitted assigns.
- 4.4 This Assignment constitutes the entire Assignment of the parties and the subject matter hereof and may not be amended or modified except by an agreement in writing signed by both parties.
- 4.5 All agreements and covenants contained herein are severable and in the event of any of them being held to be invalid by a competent court, this Assignment shall be interpreted as if such invalid agreements or covenants were not contained herein.
- 4.6 This Assignment shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Assignment or to subject matter or formation (including non-contractual disputes or claims).

**In Witness** whereof this Assignment has been duly executed and delivered as a deed on the date shown at the beginning of this Assignment.

Given under the common seal of  
and Delivered as a Deed by  
HMH IP Company Unlimited Company

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Secretary Director

**Executed and Delivered as a Deed by**

**Houghton Mifflin Harcourt Publishing  
Company**

A handwritten signature in dark ink, appearing to read "William F. Bayers", is written over a horizontal line.

**William F. Bayers, Executive Vice President  
General Counsel and Secretary**



**Schedule 2  
Trademarks**

ADVENTURE WORKSHOP	United States	76543144	2871322
AN OCEAN ADVENTURE	United States	75476726	2304825
BAILEY'S BOOK HOUSE	United States	74259831	1834422
BODYWORKS	United States	74250835	1729084
BRODERBUND	United States	76340670	2618094
CARNIVAL COUNTDOWN	United States	75100838	2145268
COMPTON'S	United States	74253133	1771187
Design [CLICKART logo]	United States	75326410	2176867
Design [Edmark E logo]	United States	75377337	2262249
Design [RIVERDEEP logo]	United States	75908154	2452885
Design [RIVERDEEP logo]	United States	75908153	2508894
DESTINATION MATH	United States	76241940	2578138
DESTINATION MATH	United States	75483855	2554481
DESTINATION READING	United States	76244770	2836863
EDMARK	United States	76208372	2515111
EDMARK IGNITE THE CURIOUS MIND & design	United States	75377338	2252796
FRIPPLETOWN	United States	75606235	2571790
GRADE BUILDER	United States	75305876	2286115
LEARNING COMPANY BOOKS	United States	76976414	2888786

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LIVING BOOKS	United States	74186738	1796822
LIVING BOOKS & design	United States	78616888	3267712
MATH MUNCHERS	United States	75400267	2245681
MAVIS BEACON	United States	74666624	2070388
MAVIS BEACON TEACHES TYPING!	United States	73679385	1503670
MEGA MUNCHERS	United States	75400012	2327197
MIGHTY MATH	United States	77906138	3810869
MIGHTY MATH	United States	76543145	2960499
MILLIE & BAILEY	United States	75361347	2187757
MILLIE'S MATH HOUSE	United States	74259830	1784693
NUMBER HEROES	United States	75112049	2099000
OUTNUMBERED!	United States	74011267	1616866
PRINTMASTER	United States	85093906	3900806
READER RABBIT	United States	76488490	2998655
READER RABBIT	United States	73610683	1430966
READER RABBIT'S KINDERGARTEN	United States	75290307	2194347
READER RABBIT'S PRESCHOOL	United States	75290308	2191555
READER RABBIT'S TODDLER	United States	75290305	2191554
RIVERDEEP	United States	76204219	2605772
RIVERDEEP	United States	75452165	2400552
SAMMY'S SCIENCE HOUSE	United States	74584759	1929707
SKILLS BANK	United States	74242947	1732691
SKY ISLAND MYSTERIES	United States	75403289	2238506
SMARTSTUFF	United States	74482637	1939206
STARFLYERS	United States	76347324	2919346
STARFLYERS & design	United States	76487249	2794386
STORYBOOK WEAVER	United States	74260357	1769401
THE AMAZON TRAIL	United States	74381595	1850384
THE CLUEFINDERS	United States	75367142	2286308
THE COMPLETE REFERENCE COLLECTION	United States	75373321	2273150

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**TRADEMARK**  
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THE LEARNING COMPANY	United States	86969569	
THE LEARNING COMPANY	United States	86968191	
THE OREGON TRAIL	United States	87814170	
THE OREGON TRAIL	United States	87499051	5566794
THE OREGON TRAIL	United States	87499037	5511259
THE OREGON TRAIL	United States	86921040	
THE OREGON TRAIL	United States	86921017	
THE OREGON TRAIL	United States	86921001	5157720
THE OREGON TRAIL	United States	86895699	
THE OREGON TRAIL	United States	74310889	1771617
THE PRINT SHOP	United States	73536250	1395538
THE PRINT SHOP ESSENTIALS	United States	75480194	2414416
THEMEWEAVERS	United States	75892309	2651018
THINKIN' THINGS	United States	74802523	1934358
TLC THE LEARNING COMPANY & design	United States	75243723	2364846
TRAVEL THE WORLD	United States	75491451	2280183
TREASURE COVE!	United States	74315098	1818409
TREASURE MOUNTAIN!	United States	74452001	1854540
TRIVIA MUNCHERS	United States	75400011	2245677
TRUDY'S TIME & PLACE HOUSE	United States	77853134	3802748
TRUE NETWORK VERSIONS	United States	75338996	2302982
WORD MUNCHERS	United States	75400010	2244406
WORDS AROUND ME	United States	74468498	2025822
ZOO ZILLIONS	United States	75100467	2145266

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