

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522708

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		04/17/2019	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: 17			
Property Type	Number	Word Mark	
Serial Number:	88246950	HMH LITERACY SOLUTIONS	
Serial Number:	88246967	HMH LITERACY SOLUTIONS	
Serial Number:	88246977	HMH LITERACY SOLUTIONS	
Serial Number:	88246986	LITERARY SOLUTIONS	
Serial Number:	88247014	LITERACY SOLUTIONS	
Serial Number:	88247024	LITERACY SOLUTIONS	
Serial Number:	88253500	L LITERACY SOLUTIONS	
Serial Number:	88253522	L LITERACY SOLUTIONS	
Serial Number:	88253533	L LITERACY SOLUTIONS	
Serial Number:	88255148	L HMH LITERACY SOLUTIONS.	
Serial Number:	88255126	L HMH LITERACY SOLUTIONS	
Serial Number:	88255134	L HMH LITERACY SOLUTIONS	
Serial Number:	88356577	LITERACY SOLUTIONS	
Serial Number:	87693126	HMH INTO READING	
Serial Number:	86409201	WAGGLE	
Serial Number:	86007558	GET WAGGLE	
Serial Number:	86273357		

CH \$440.00 88246950

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:** 599 Lexington Avenue**Address Line 2:** Shearman & Sterling LLP**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35609/33
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/08/2019

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 17, 2019, 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.

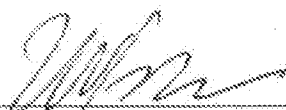
Section 4 Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, 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.]

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:
125 High Street
Boston, MA 02110

Schedule A

Additional Trademark Collateral

New Applications:

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS	UNITED STATES	LIVE	88246950		02-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS	UNITED STATES	LIVE	88246967		02-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS	UNITED STATES	LIVE	88246977		02-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	LITERARY SOLUTIONS	UNITED STATES	LIVE	88246986		02-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	LITERARY SOLUTIONS	UNITED STATES	LIVE	88247014		02-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	LITERARY SOLUTIONS	UNITED STATES	LIVE	88247024		02-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	LITERARY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88253500		08-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	LITERARY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88253522		08-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	LITERARY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88253533		08-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88255148		09-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88255126		09-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS & DESIGN	UNITED STATES	LIVE	88255134		09-Jan-2019	
Houghton Mifflin Harcourt Publishing Company	HMH LITERACY SOLUTIONS	UNITED STATES	LIVE	88356577		26-Mar-2019	

TRADEMARK

Schedule A

Additional Trademark Collateral

New Registrations:

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
HOUGHTON MIFFLIN HARCOURT IP LLC	CARMEN SANDIEGO	WIPO	Registered	A0082569	1454572	18-Jan-2019	18-Jan-2019
HOUGHTON MIFFLIN HARCOURT IP LLC	CARMEN SANDIEGO	WIPO	Registered	A0082570	1450803	18-Jan-2019	18-Jan-2019
HOUGHTON MIFFLIN HARCOURT IP LLC	CARMEN SANDIEGO	WIPO	Registered	A0082571	1450817	18-Jan-2019	18-Jan-2019
HOUGHTON MIFFLIN HARCOURT IP LLC	CARMEN SANDIEGO	WIPO	Registered	A0082572	1450799	18-Jan-2019	18-Jan-2019
HOUGHTON MIFFLIN HARCOURT IP LLC	CARMEN SANDIEGO	WIPO	Registered	A0082575	1453517	18-Jan-2019	18-Jan-2019
Houghton Mifflin Harcourt Publishing Company	HMH INTO READING	UNITED STATES	Registered	87/693126	5710861	21-Nov-2017	26-Mar-2019

Federal Registrations acquired from PV WAGGLE on 1/14/2019:

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	WAGGLE	UNITED STATES	Registered	86409201	4,893,535	23-Sep-2014	26-Jan-2016
Houghton Mifflin Harcourt Publishing Company	GET WAGGLE	UNITED STATES	Registered	86007558	4,649,990	11-Jul-2013	02-Dec-2014
Houghton Mifflin Harcourt Publishing Company	DESIGN MARK	UNITED STATES	Registered	86273357	4,796,306	06-May-2014	18-Aug-2015

TRADEMARK