

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM621861

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		01/19/2021	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: 1			
Property Type	Number	Word Mark	
Serial Number:	90365880	GROWTH MEASURE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	6508383743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 LEXINGTON AVENUE		
Address Line 2:	INTELLECTUAL PROPERTY DOCKETING		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35609/33		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		
DATE SIGNED:	01/22/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Trademark Security Agreement Supplement**”) dated January 19, 2021, is made by the Person listed on the signature page hereof (the “**Grantor**”) in favor of Citibank, N.A., 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 (“**Holdings**”), Houghton Mifflin Harcourt Publishers Inc., a corporation organized under the laws of the State of Delaware (“**HMHP**”), HMH Publishers LLC, a limited liability company organized under the laws of the State of Delaware (“**Publishers**”), Houghton Mifflin Harcourt Publishing Company, a corporation organized under the laws of the Commonwealth of Massachusetts (“**HMCo**”, and, together with HMHP and Publishers, collectively, the “**Borrowers**” and each a “**Borrower**”), and certain subsidiaries of Holdings, have entered into a Second Amended and Restated Term Loan Credit Agreement dated as of November 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Citibank, N.A., 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, each Grantor has executed and delivered that certain Second Amended and Restated Term Facility Guarantee and Collateral Agreement dated November 22, 2019, made by the Grantors 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 November 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in 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 hereby agrees as follows:

Section 1 Grant of Security. Each 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 following (the “**Additional Trademark Collateral**”):

(a) all Trademark and service mark registrations and applications, including those 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;

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, for such damages.

Section 2 Recordation. The Grantor authorizes and requests that the Commissioner for Trademark and any other applicable government officer to record this Trademark Security Agreement Supplement.

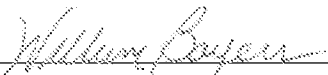
Section 3 Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreement shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Security Agreement and this Trademark Security Agreement Supplement, the terms of the Security Agreement shall control.

Section 4 Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

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:
Houghton Mifflin Harcourt Company
125 High Street
Boston, Massachusetts 02110
Attn: General Counsel, with a copy to Treasurer and
Assistant Treasurer

Schedule A
Trademarks

HMH TRADEMARK UPDATES TO SCHEDULE from October 1, 2020 to December 31, 2020

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	GROWTH MEASURE DESIGN MARK	United States	LIVE	90365880	Dec 8 2020		

Applications and/or Registrations that have been allowed to lapse

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	INTO MATH Class 9	United States	Abandoned	87/693067	Nov 21 2017		
Houghton Mifflin Harcourt Publishing Company	INTO SOCIAL STUDIES Class 9	United States	Abandoned	87/708209	Dec 5 2017		
Houghton Mifflin Harcourt Publishing Company	GAMEGOO.COM Class 41	Australia	Abandoned	857252	Nov 15 2000	857252	Nov 25 2002
Houghton Mifflin Harcourt Publishing Company	GAMEGOO Class 41	EUTM	Abandoned	1983543	Nov 22 2000	1983543	Mar 20 2002
Houghton Mifflin Harcourt Publishing Company	INTO WRITING Class 9	United States	Abandoned	87/701273	Nov 29 2017		
Houghton Mifflin Harcourt Publishing Company	INTO WRITING Class 16	United States	Abandoned	87/692914	Nov 21 2017		

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	INTO WRITING Class 41	United States	Abandoned	87/699366	Nov 28 2017		
Houghton Mifflin Harcourt Publishing Company	CURIOS WORLD Class 16	China	Abandoned	21716543	Oct 28 2016	21716543	Dec 14 2017
Houghton Mifflin Harcourt Publishing Company	CURIOS WORLD Class 28	China	Abandoned	21716542	Oct 28 2016	21716542	Dec 14 2017
Houghton Mifflin Harcourt Publishing Company	CURIOS WORLD Class 41	China	Abandoned	21716541	Oct 28 2016	21716541	Dec 14 2017
Houghton Mifflin Harcourt Publishing Company	CURIOS WORLD Class 9	China	Abandoned	21716534	Oct 28 2016	21716534	Dec 14 2017
Houghton Mifflin Harcourt Publishing Company	MAPMAKERS TOOLKIT	United States	Abandoned	75675877	Apr 2 1999	2411520	Dec 5 2000
Houghton Mifflin Harcourt Publishing Company	RAINFOREST RESEARCHERS	United States	Abandoned	75033202	Dec 15 1995	2431894	Feb 27 2001
Houghton Mifflin Harcourt Publishing Company	PRIME TIME MATH	United States	Abandoned	75675876	Apr 2 1999	2432811	Mar 6 2021
Houghton Mifflin Harcourt Publishing Company	GROWTH MEASURE	United States	Abandoned	88855672	Apr 2 2020		