

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM632338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	10/01/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Houghton Mifflin Harcourt Publishing Company		02/05/2021	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Riverside Assessments, LLC		
<b>Street Address:</b>	One Pierce Place, Suite 900w		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2438599	GMRT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-463-6242		
<b>Email:</b>	jwillard@polsinelli.com		
<b>Correspondent Name:</b>	Monica M. Gutierrez		
<b>Address Line 1:</b>	150 N. Riverside Plaza Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Monica Gutierrez		
<b>SIGNATURE:</b>	/Monica Gutierrez/		
<b>DATE SIGNED:</b>	03/16/2021		
<b>Total Attachments: 3</b>			
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## ADDENDUM TO TRADEMARK ASSIGNMENT

THIS ADDENDUM TO THE TRADEMARK ASSIGNMENT (collectively, the "Assignment") is executed as of February 5, 2021, but deemed effective as of October 1, 2018, by Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("Seller"), for the benefit of Riverside Assessments, LLC, a Delaware limited liability company ("Buyer").

### **RECITALS**

WHEREAS, on October 1, 2018, Buyer, Seller and, solely for purposes of Sections 8.2 and 8.3 thereof, Houghton Mifflin Harcourt Company, a Delaware corporation, entered into an Asset Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, a Trademark Assignment was executed and delivered at the closing of the transactions contemplated by the Purchase Agreement,

WHEREAS, a registered trademark was inadvertently omitted from the Trademark Assignment;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Assignment and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, agree as follows:

1. Assignment. Seller has assigned to Buyer all of Seller's right, title and interest in and to the trademark listed in Schedule A, including the goodwill of the business connected with the use of, and symbolized by, said mark and Buyer has accepted such assignment.

2. Terms of Purchase Agreement. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

3. Governing Law. This Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be duly executed and delivered as of the date first above written and Buyer has accepted this Trademark Assignment.

**HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY**

By: William Bayers  
Name: William Bayers  
Title: EVP, Secretary & General Counsel

**RIVERSIDE ASSESSMENTS, LLC**

By: Rajib Roy  
Name: Rajib Roy  
Title: President & CEO

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
GMRT	United States	4/19/2000	76030098	3/27/2001	2438599

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