

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM636463

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest Recorded at Reel/Frame 006808/0728 (Term)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		04/01/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Houghton Mifflin Harcourt Publishing Company		
Street Address:	125 HIGH STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1834422	BAILEY'S BOOK HOUSE	
Registration Number:	2145268	CARNIVAL COUNTDOWN	
Registration Number:	2262249	E	
Registration Number:	2578138	DESTINATION MATH	
Registration Number:	2554481	DESTINATION MATH	
Registration Number:	2836863	DESTINATION READING	
Registration Number:	2515111	EDMARK	
Registration Number:	2252796	E EDMARK IGNITE THE CURIOUS MIND	
Registration Number:	3810869	MIGHTY MATH	
Registration Number:	2960499	MIGHTY MATH	
Registration Number:	2187757	MILLIE & BAILEY	
Registration Number:	1784693	MILLIE'S MATH HOUSE	
Registration Number:	2099000	NUMBER HEROES	
Registration Number:	1929707	SAMMY'S SCIENCE HOUSE	
Registration Number:	1934358	THINKIN' THINGS	
Registration Number:	3802748	TRUDY'S TIME & PLACE HOUSE	
Registration Number:	2145266	ZOO ZILLIONS	
CORRESPONDENCE DATA			
TRADEMARK			

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Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65013-30040
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	04/02/2021
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Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), dated as of April 1, 2021 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (the “Grantor”).

WHEREAS, pursuant to that certain Second Amended and Restated Term Facility Guarantee and Collateral Agreement, dated as of November 22, 2019, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “GCA”), the Grantor granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the GCA, the Grantor executed and delivered a Trademark Security Agreement, dated as of November 22, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 4, 2019 at Reel/Frame 006808/0728 and

WHEREAS, the Collateral Agent has agreed to release, discharge and terminate its security interest in certain specified collateral as provided for in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the GCA or Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation, warranty or recourse of any kind, hereby releases, discharges and terminates all of its security interest and liens of any kind, nature or description it or any Secured Party holds pursuant to the Trademark Security Agreement in and to the following (the “Released Trademark Collateral”):
 - a. All Trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby; and
 - 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, such damages.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation, warranty or recourse of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantor. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the GCA or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the GCA and the Trademark Security Agreement with respect to all such other collateral, and the Collateral

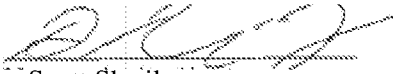
Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

3. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Recordation. Collateral Agent authorizes the Grantor or its designee to file this Release for recordal with the United States Patent and Trademark Office, and the Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
5. Execution in Counterparts. This Release 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. The parties hereto may provide signatures to this Release by facsimile or .pdf file and such facsimile or Adobe .pdf file signatures shall be deemed to be the same as original signatures.
6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent and Grantor have caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITIBANK, N.A., as Collateral Agent

By: 
Name: Scott Slavik
Title: Vice President & Managing Director

[Signature Page to Release of Security Interest in Certain Trademarks [Term Loan]]

IN WITNESS WHEREOF, the Collateral Agent and Grantor have caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITIBANK, N.A., as Collateral Agent

By: _____
Name:
Title:

**HOUGHTON MIFFLIN HARCOURT PUBLISHING
COMPANY**

By: Joseph Flaherty
Name: Joseph Flaherty
Title: Senior Vice President and Treasurer

Trademarks:

Trademark	Owner	Country	Class	Filing Number	Filing Date	Reg. No.	Reg Date
BAILEY'S BOOK HOUSE	Houghton Mifflin Harcourt Publishing Company	United States	9	74259831	27-Mar-92	1834422	3-May-94
CARNIVAL COUNTDOWN	Houghton Mifflin Harcourt Publishing Company	United States	9	75100838	08-May-96	2145268	17-Mar-98
Design [Edmark E logo]	Houghton Mifflin Harcourt Publishing Company	United States	9	75377337	22-Oct-97	2262249	20-Jul-99
DESTINATION MATH	Houghton Mifflin Harcourt Publishing Company	United States	41	76241940	12-Apr-01	2578138	11-Jun-02
DESTINATION MATH	Houghton Mifflin Harcourt Publishing Company	United States	9	75483855	12-May-98	2554481	2-Apr-02
DESTINATION READING	Houghton Mifflin Harcourt Publishing Company	United States	9, 41	76244770	20-Apr-01	2836863	27-Apr-04
EDMARK	Houghton Mifflin Harcourt Publishing Company	United States	9, 35, 41, 42	76208372	08-Feb-01	2515111	4-Dec-01
EDMARK IGNITE THE CURIOUS MIND & design	Houghton Mifflin Harcourt Publishing Company	United States	9	75377338	22-Oct-97	2252796	15-Jun-99
MIGHTY MATH	Houghton Mifflin Harcourt Publishing Company	United States	9	77906138	26-Jan-10	3810869	26-Jun-10
MIGHTY MATH	Houghton Mifflin Harcourt Publishing Company	United States	16	76543145	26-Aug-03	2960499	7-Jun-05
MILLIE & BAILEY	Houghton Mifflin Harcourt Publishing Company	United States	9	75361347	26-Sep-97	2187757	8-Sep-98

SCHEDULE 1

Trademark	Owner	Country	Class	Filing Number	Filing Date	Reg. No.	Reg Date
MILLIE'S MATH HOUSE	Houghton Mifflin Harcourt Publishing Company	United States	9, 16	74259830	27-Mar-92	1784693	27-Jul-93
NUMBER HEROES	Houghton Mifflin Harcourt Publishing Company	United States	9	75112049	31-May-96	2099000	23-Sep-97
SAMMY'S SCIENCE HOUSE	Houghton Mifflin Harcourt Publishing Company	United States	9, 16	74584759	12-Oct-94	1929707	24-Oct-95
THINKIN' THINGS	Houghton Mifflin Harcourt Publishing Company	United States	9, 16	74802523	30-Aug-93	1934358	7-Nov-95
TRUDY'S TIME & PLACE HOUSE	Houghton Mifflin Harcourt Publishing Company	United States	9	77853134	20-Oct-09	3802748	15-Jun-10
ZOO ZILLIONS	Houghton Mifflin Harcourt Publishing Company	United States	9	75100467	08-May-96	2145266	17-Mar-98