

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM642331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (NOTES)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		04/20/2021	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:	90570333	SHAPING THE FUTURE	
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:	04/26/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “*Trademark Security Agreement Supplement*”) dated April 20, 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 Security 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 (“*HMC*”), and, together with HMHP and Publishers, collectively, the “*Issuers*” and each an “*Issuer*”), and certain subsidiaries of Holdings, have entered into an Indenture dated as of November 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”), with as U.S. Bank National Association as Trustee, Citibank, N.A., as Collateral Agent, and the Guarantors party thereto. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, pursuant to the Indenture, each Grantor has executed and delivered that certain Notes 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 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 Trademarks and any other applicable government officer to record this Trademark Security Agreement Supplement.

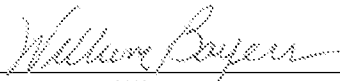
Section 3 Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, 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 - January 1, 2021 – March 31, 2021

New Federal Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	SHAPING THE FUTURE	USA	Live	90,570,333		10-Mar-2021	

Federal Applications and Registrations that have been Lapsed

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	HMH ANYWHERE	USA	Lapsed	90017940	n/a	24-06-2020	n/a
Houghton Mifflin Harcourt Publishing Company	VISUAL GRAMMER	USA	Lapsed	75791153	2,434,289	02-Sept-1999	06-Mar-2021
Houghton Mifflin Harcourt Publishing Company	GO MATH! ACADEMY AND DESIGN	USA	Lapsed	76715657	4,676,903	10-01-2014	27-01-2015
Houghton Mifflin Harcourt Publishing Company	GO MATH! ACADEMY	USA	Lapsed	76715325	4,804,479	18-Nov-2013	01-Sep-2015

Owner	Trademark	Country	Status	Application Number	Registration Number	Application Date	Registration Date
Houghton Mifflin Harcourt Publishing Company	ASSESS2KNOW	USA	Lapsed	76192714	2,617,098	11-Jan-2001	10-Sep-2002
Houghton Mifflin Harcourt Publishing Company	ASSESS2KNOW & DESIGN	USA	Lapsed	76642906	3,298,540	28-Jul-2005	25-Sep-2007
Houghton Mifflin Harcourt Publishing Company	ASSESS2LEARN	USA	Lapsed	76192715	2,685,403	11-Jan-2001	11-Feb-2003
Houghton Mifflin Harcourt Publishing Company	ASSESS2LEARN & DESIGN	USA	Lapsed	76194898	2,685,407	17-Jan-2001	11-Feb-2003
Houghton Mifflin Harcourt Publishing Company	NIPASS	USA	Lapsed	75726448	2,468,339	10-Jun-1999	10-Jul-2001
Houghton Mifflin Harcourt Publishing Company	CONTINUUM ASSESSMENTS	USA	Lapsed	86318653	5,119,850	24-Jun-2014	01-Jan-2017
Houghton Mifflin Harcourt Publishing Company	EDUSOFT	USA	Lapsed	74389566	1,955,517	12-May-1993	13-Feb-1996
Houghton Mifflin Harcourt Publishing Company	X SKILLS ASSESSMENT	USA	Lapsed	85109513	3,950,505	17-Aug-2010	26-Apr-2011
Houghton Mifflin Harcourt Publishing Company	EPD	USA	Lapsed	77941661	3,952,134	22-Feb-2010	26-Apr-2011
Houghton Mifflin Harcourt Publishing Company	EDFUSION	USA	Lapsed	86286185	4,758,668	20-May-2014	23-Jun-2015
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 9	Indonesia	Lapsed	D00 2010 037672	IDM000347383	Oct 12 2010	Feb 3 2012
Houghton Mifflin Harcourt Publishing Company	READ 180 Logo Class 16	Malaysia	Lapsed	2011/15644	n/a	Aug 29 2011	n/a
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 9	Colombia	Lapsed	10-104790	417050	Aug 25 2010	Jan 31 2011
Houghton Mifflin Harcourt Publishing Company	Read 180 Class 16	Colombia	Lapsed	10-104795	417051	Aug 25 2010	Jan 31 2011

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 9	Ecuador	Lapsed	234860	1891-11	Sep 10 2010	Mar 10 2011
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 16	Ecuador	Lapsed	234859	1890-11	Sep 10 2010	Mar 10 2011
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 9	Chile	Lapsed	918745	912705	Aug 27 2010	Mar 14 2011
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 16	Chile	Lapsed	918744	912706	Aug 27 2010	Mar 14 2011

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