

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM645163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMH Publishers LLC		05/06/2021	Limited Liability Company: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2288303	GREEN LIGHT READERS	
Registration Number:	0861393	HARVEST	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6658		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	John V. Hobgood, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	John V. Hobgood		
SIGNATURE:	/john v. hobgood/		
DATE SIGNED:	05/07/2021		
Total Attachments: 3			
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source=Trademark Assignment HMH Publishers to Houghton Mifflin Harcourt Publishing Company#page2.tif			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is executed as of May 6, 2021 between HMH Publishers, LLC, a Delaware limited liability company (“Assignor”), and Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (“Assignee”). Assignor and Assignee are together referred to herein as the “Parties”.

RECITALS

WHEREAS, Assignor is the owner of all rights, titles and interests in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto and incorporated herein, including all common law and other rights therein and all of the goodwill associated therewith and symbolized thereby (the “Trademarks”);

WHEREAS, Assignor desires to convey, assign and transfer all of Assignor’s rights, titles, and interests in and to the Trademarks to Assignee, and Assignee desires to receive all rights, titles, and interests in and to the Trademarks;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby irrevocably convey, assign and transfer to Assignee, its successors and assigns, and Assignee accepts from Assignor, all of Assignor’s rights, titles, and interests in and to the Trademarks; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor further consents to recordation of this Assignment by Assignee, including with the United States Patent and Trademark Office or successor offices.

2. 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.


3. No Modifications. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

4. Successors and Assigns. This Assignment shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

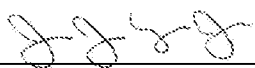
ASSIGNOR:

HMH PUBLISHERS, LLC

By: 
Name: John J. Lynch, Jr.
Title: CEO and President

ASSIGNEE:

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By: 
Name: John J. Lynch, Jr.
Title: CEO and President

SCHEDULE A TO TRADEMARK ASSIGNMENT

Mark	Country	App. No.	App. Date.	Reg. Date.	Reg. No.
GREEN LIGHT READERS (Stylized)	Unites States of America	75/519321	July 15, 1998	October 19, 1999	2288303
GREEN LIGHT READERS	China	3900489	January 30, 2004	July 7, 2006	3900489
GREEN LIGHT READERS	China	3900498	February 2, 2004	July 7, 2006	3900498
GREEN LIGHT READERS	China	3900485	January 30, 2004	July 7, 2006	3900485
HARVEST	Unites States of America	72/285737	November 28, 1967	December 3, 1968	861393