

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM660222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houghton Mifflin Harcourt Publishing Company		07/08/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Course Hero, Inc.		
Street Address:	2000 SEAPORT BLVD, FLOOR 3		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2497612	CLIFFS NOTES	
Registration Number:	2640374	CLIFFSAP	
Registration Number:	2643622	CLIFFSCOMPLETE	
Registration Number:	2652306	CLIFFSNOTES	
Registration Number:	2503644		
Registration Number:	2632532	CLIFFSQUICKREVIEW	
Registration Number:	2632531	CLIFFSTESTPREP	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312-554-8000		
Email:	pb@pattishall.com		
Correspondent Name:	Phillip Barengolts		
Address Line 1:	200 S. Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	03673-2		
NAME OF SUBMITTER:	Phillip Barengolts		

CH \$190.00 2497612

SIGNATURE:	/Phil Barengolts/
DATE SIGNED:	07/15/2021
Total Attachments: 4 source=Trademark Assignment (EXECUTION COPY)-2#page1.tif source=Trademark Assignment (EXECUTION COPY)-2#page2.tif source=Trademark Assignment (EXECUTION COPY)-2#page3.tif source=Trademark Assignment (EXECUTION COPY)-2#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed as of July 8, 2021 by Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("Seller"), for the benefit of Course Hero, Inc., a Delaware corporation ("Buyer"). Seller and Buyer are together referred to herein as the "Parties".

RECITALS

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Parties are entering into an Asset Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, this Assignment is being executed and delivered incident to the closing of the transactions contemplated by the Purchase Agreement;


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, Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, agree as follows:

1. Assignment. Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the trademark applications and registrations listed on Schedule A hereto and the trademarks which are the subjects thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks.
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.

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By: 

Name: Joseph P. Abbott, Jr.

Title: EVP & Chief Financial Officer

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademark	Country	Filing Number	Filing Date	Reg. No.	Reg Date
CLIFFS NOTES	United States	75/814279	04-Oct-99	2497612	16-Oct-01
CLIFFSAP	United States	76012775	29-Mar-00	2640374	22-Oct-02
CLIFFSCOMPLETE	United States	75938639	08-Mar-00	2643622	29-Oct-02
CLIFFSNOTES	United States	75871303	15-Dec-99	2652306	19-Nov-02
CLIFFSNOTES yellow and black striped trade dress for cover	United States	75928183	24-Feb-00	2503644	6-Nov-01
CLIFFSQUICKREVIEW	United States	76012792	29-Mar-00	2632532	8-Oct-02
CLIFFSTESTPREP	United States	76012791	29-Mar-00	2632531	8-Oct-02

Trademark	Country	Filing Number	Filing Date	Reg. No.	Reg Date
CLIFFS	Canada	1034440	01-Nov-99	633746	24-Feb-05
CLIFFS	Japan	11-77752	31-Aug-99	4406245	4-Aug-00
CLIFFS	Singapore	T99/08863E	18-Aug-99	T99/08863E	18-Aug-99
CLIFFS	South Africa	99/14766	13-Aug-99	1999/14766	13-Aug-99
CLIFFS NOTES	Canada	1034434	01-Nov-99	633687	24-Feb-05
CLIFFS NOTES	France	003002627	21-Jan-00	003002627	21-Jan-00
CLIFFS NOTES	Japan	07-017248	22-Feb-95	3331347	11-Jul-97
CLIFFS NOTES	Singapore	T99/08864C	18-Aug-99	T99/08864C	18-Aug-99
CLIFFS NOTES	South Africa	99/14767	13-Aug-99	1999/14767	13-Aug-99

CLIFFS NOTES	United Kingdom	2205398	10-Aug-99	2205398	9-Mar-01
CLIFFSNOTES	Brazil	830280596	13-May-09	4999983	27-Dec-11
CLIFFSNOTES design of yellow and black stripes	Australia	654555	28-Feb-95	654555	28-Feb-95
CLIFFSNOTES design of yellow and black stripes	Australia	654556	28-Feb-95	654556	6-Jul-98