

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM660349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		07/08/2021	National Association:
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: 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: 5 source=Trademark IP Release for Reel and Frame No 6808-0672 (Executed)#page1.tif source=Trademark IP Release for Reel and Frame No 6808-0672 (Executed)#page2.tif source=Trademark IP Release for Reel and Frame No 6808-0672 (Executed)#page3.tif source=Trademark IP Release for Reel and Frame No 6808-0672 (Executed)#page4.tif source=Trademark IP Release for Reel and Frame No 6808-0672 (Executed)#page5.tif	

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), dated as of July 8, 2021 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Notes Collateral Agent (the “Notes Collateral Agent”), in favor of Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (the “Grantor”).

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

WHEREAS, pursuant to the Collateral Agreement, 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 006808/0672 and

WHEREAS, the Notes Collateral Agent has agreed to release, discharge, terminate and cancel 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 Notes 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 Collateral Agreement or Trademark Security Agreement, as applicable.
2. Release. The Notes Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest and liens of any kind, nature or description it or any Secured Party holds, whenever and however arising, 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 Notes Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Notes Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-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 Collateral Agreement or the Trademark Security Agreement. The Notes Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Notes Collateral Agent under the Collateral Agreement and the Trademark

Security Agreement with respect to all such other collateral, and the Notes 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 Notes 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. Notes 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. Notes Collateral Agent. In carrying out its responsibilities hereunder, shall have all of the rights, powers, privileges, protections, duties, indemnities, and immunities which the Notes Collateral Agent possesses in such capacity under the Indenture and/or the Collateral Agreement.
6. 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.
7. 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 Notes 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 Notes Collateral Agent

By: 
Name: Jenny Cheng
Title: Senior Trust Officer

**HOUGHTON MIFFLIN HARCOURT PUBLISHING
COMPANY**

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

IN WITNESS WHEREOF, the Notes 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 Notes Collateral Agent

By: _____
Name:
Title:

**HOUGHTON MIFFLIN HARCOURT PUBLISHING
COMPANY**

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

SCHEDULE A

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