

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM661281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		07/16/2021	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: 6			
Property Type	Number	Word Mark	
Serial Number:	88895152	TEACHER'S CORNER	
Serial Number:	90123532	HMH ANYWHERE	
Serial Number:	88699728	HMH INTO SCIENCE	
Serial Number:	90629118	LISTENING TO LEARN	
Serial Number:	90629219	LISTENING TO LEARN	
Serial Number:	90801005	HMH READS	
CORRESPONDENCE DATA			
Fax Number:			
<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 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35609/33		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

CH \$165.00 88895152

DATE SIGNED:	07/20/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Trademark Security Agreement Supplement**”) dated July 16, 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 Credit 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 “**Borrowers**” and each a “**Borrower**”), and certain subsidiaries of Holdings, have entered into a Second Amended and Restated Revolving Credit Agreement dated as of November 22, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Citibank, N.A., as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Second Amended and Restated Revolving Facility Guarantee and 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 hereby 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 Trademark and any other applicable government officer to record this Trademark Security Agreement Supplement.

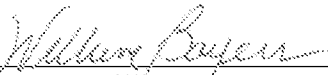
Section 3 Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, 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 – April 1 – June 30, 2021

New Federal Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Greenwood Publishing Group, LLC	LISTENING TO LEARN	USA	Live	90629118	7-Apr-2021		
Greenwood Publishing Group, LLC	LISTENING TO LEARN Design Mark	USA	Live	90629219	7-Apr-2021		
Houghton Mifflin Harcourt Publishing Company	HMH READS	USA	Live	90801005	06-Jun-2021		

Federal Applications that have received Federal Registration

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	TEACHER'S CORNER	USA	Live	88895152	30-Apr-2020	6,349,847	11-May-2021
Houghton Mifflin Harcourt Publishing Company	HMH ANYWHERE	USA	Live	90123532	19-Aug-2020	6,360,392	25-May-2021


<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	HMH INTO SCIENCE	USA	Live	88699728	20-Nov-2019	6,390,283	15-Jun-2021

Federal Registrations that have Lapsed

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	FIVE EASY STEPS	USA	Lapsed	77699378	25-Mar-2009	3,978,613	14-June-2011
Houghton Mifflin Harcourt Publishing Company	SUMMER SUCCESS	USA	Lapsed	75880662	27-Dec-1999	2,474,487	31-Jul-2001
Houghton Mifflin Harcourt Publishing Company	HEATH	USA	Lapsed	72377465	30-Nov-1970	0,917,233	27-Jul-1971
Houghton Mifflin Harcourt Publishing Company	MATH MYSTERIES	USA	Lapsed	75747522	12-Jul-1999	2,466,462	03-Jul-2001
Houghton Mifflin Harcourt Publishing Company	GET WAGGLE	USA	Lapsed	86007558	11-Jul-2013	4,649,990	02-Dec-2014
Houghton Mifflin Harcourt Publishing Company	SCIENCE SEEKERS	USA	Lapsed	76108268	11-AUG-2000	2,516,906	11-Dec-2001

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Houghton Mifflin Harcourt Publishing Company	READ 180 Class 9	Indonesia	Lapsed	D00 2010 037672	Oct 21 2010	IDM/00034738 3	Feb 3 2012
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 9	El Salvador	Lapsed	E-103221-2010	Aug 25 2010	189 Book 167	May 16 2011
Houghton Mifflin Harcourt Publishing Company	READ 180 Class 16	El Salvador	Lapsed	E-103222-2010	Aug 25 2010	17 Book 173	Jul 25 2011
Houghton Mifflin Harcourt Publishing Company	EAROBICS Classes 9, 16 and 41	Republic of South Korea	Lapsed	45-2000-1589	Apr 3 2000	3587	Aug 23 2001
Houghton Mifflin Harcourt Publishing Company	EAROBICS Class 16	Israel	Lapsed	134094	Jan 18 2000	134094	Jan 3 2001
Houghton Mifflin Harcourt Publishing Company	EAROBICS Class 41	Israel	Lapsed	134095	Jan 18 2000	134095	Jan 3 2001
Houghton Mifflin Harcourt Publishing Company	EAROBICS Classes 16 and 41	Japan	Lapsed	7095/00	Feb 2 2000	4502671	Aug 31 2001
Houghton Mifflin Harcourt Publishing Company	SUMMER SUCCESS & Design Class 9	China	Lapsed	8478362	Jul 14 2010	8478362	Jul 28 2011
Houghton Mifflin Harcourt Publishing Company	SUMMER SUCCESS & Design Class 16	China	Lapsed	8478407	Jul 14 2010	8478407	Jul 28 2011

Houghton Mifflin Harcourt Publishing Company	SUMMER SUCCESS & Design Class 28	China	Lapsed	8478436	Jul 14 2010	8478436	Jul 28 2010
							

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