

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM662190

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900629735		
SEQUENCE:	3		
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
SIGNATURE:	/Phil Barengolts/
DATE SIGNED:	07/23/2021
Total Attachments: 5 source=Term Loan Trademark IP Releases for Reel and Frame Nos 4974-0088 and 6808-0728 (Executed)#page1.tif source=Term Loan Trademark IP Releases for Reel and Frame Nos 4974-0088 and 6808-0728 (Executed)#page2.tif source=Term Loan Trademark IP Releases for Reel and Frame Nos 4974-0088 and 6808-0728 (Executed)#page3.tif source=Term Loan Trademark IP Releases for Reel and Frame Nos 4974-0088 and 6808-0728 (Executed)#page4.tif source=Term Loan Trademark IP Releases for Reel and Frame Nos 4974-0088 and 6808-0728 (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 Collateral Agent (the “Collateral Agent”), in favor of Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation (the “Grantor”).

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

WHEREAS, pursuant to the GCA, the Grantor executed and delivered (i) a Trademark Security Agreement, dated as of November 22, 2019 (the “2019 Trademark Security Agreement”), and (ii) a Trademark Security Agreement Supplement, dated as of January 25, 2013 (the “2013 Trademark Security Agreement”, and together with the 2019 Trademark Security Agreement, individually and collectively, the “Trademark Security Agreement”), in each case for recordal with the United States Patent and Trademark Office;

WHEREAS, (i) the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 4, 2019 at Reel/Frame 006808/0728, (ii) the 2013 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 4, 2013 at Reel/Frame 004974/0088; and

WHEREAS, the Collateral Agent has agreed to release, discharge and terminate 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 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 GCA or Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation, warranty or recourse of any kind, hereby releases, discharges and terminates all of its security interest and liens of any kind, nature or description it or any Secured Party holds pursuant to the Trademark Security Agreement 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 Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation, warranty or recourse of any kind, hereby transfers, conveys and

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 GCA or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the GCA and the Trademark Security Agreement with respect to all such other collateral, and the 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 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. 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. 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.
6. 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 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 Collateral Agent

By: 
Name: Scott Slavik
Title: Managing Director and Vice President

**HOUGHTON MIFFLIN HARCOURT PUBLISHING
COMPANY**

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

[Signature Page to Release of Security Interest in Certain Trademarks [Project Cloud - Term Loan]]

TRADEMARK
REEL: 007362 FRAME: 0333

IN WITNESS WHEREOF, the 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 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