

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM686871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT (TERM)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		10/19/2021	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: 5			
Property Type	Number	Word Mark	
Serial Number:	90814940	HMH ARRIBA LAS CIENCIAS	
Serial Number:	90814908	HMH ARRIBA LAS CIENCIAS	
Serial Number:	90825522	HMH ARRIBA LAS CIENCIAS	
Serial Number:	97017119	FUNOMENAL	
Serial Number:	97016847	FUNOMENAL	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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 2:	INTELLECTUAL PROPERTY DOCKETING		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35609/33		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

CH \$140.00 90814940

DATE SIGNED:	11/09/2021
Total Attachments: 6 source=0 - Trademark Security Agreement Supplement (Term Loan) (3rd Qtr 2021)#page1.tif source=0 - Trademark Security Agreement Supplement (Term Loan) (3rd Qtr 2021)#page2.tif source=0 - Trademark Security Agreement Supplement (Term Loan) (3rd Qtr 2021)#page3.tif source=0 - Trademark Security Agreement Supplement (Term Loan) (3rd Qtr 2021)#page4.tif source=0 - Trademark Security Agreement Supplement (Term Loan) (3rd Qtr 2021)#page5.tif source=0 - Trademark Security Agreement Supplement (Term Loan) (3rd Qtr 2021)#page6.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “**Trademark Security Agreement Supplement**”) dated October 19, 2021, 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 Term Loan 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 Term 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.

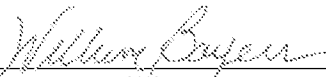
Section 3 Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of,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



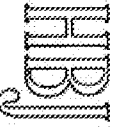
Schedule A
Trademarks

HMH Trademark Updates – July 1 – September 30, 2021

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
Houghton Mifflin Harcourt Publishing Company	HMH ARRIBA LAS CIENCIAS	USA	Live	90814940		07-Jul-2021	
Houghton Mifflin Harcourt Publishing Company	HMH ARRIBA LAS CIENCIAS	USA	Live	90814908		07-Jul-2021	
Houghton Mifflin Harcourt Publishing Company	HMH ARRIBA LAS CIENCIAS	USA	Live	90825522		13-Jul-2021	
Houghton Mifflin Harcourt Publishing Company	FUNOMENAL	USA	Live	97,017,119		08-Sep-2021	
Houghton Mifflin Harcourt Publishing Company	FUNOMENAL	USA	Live	97,016,847		08-Sep-2021	

Applications and/or Registrations that have been allowed to lapse

<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	HARCOURT ASSESSMENT Class: (Equivalent to Classes 9 and 16)	Canada	Abandoned	1,211,756	Mar 31 2004	TMA669,614	Aug 10 2006
Houghton Mifflin Harcourt Publishing Company	READ 180 Class: 9	Chile	Abandoned	918745	Aug 27 2010	912705	Mar 14 2011
Houghton Mifflin Harcourt Publishing Company	READ 180 Class: 16	Chile	Abandoned	918744	Aug 27 2010	912706	Mar 14 2011
Houghton Mifflin Harcourt IP LLC	READ 180 Class: 9	Malaysia	Abandoned	2010/15760	Aug 24 2010	2010015760	Jul 10 2013
Houghton Mifflin Harcourt Publishing Company	WONDER WRITERS Class 16	USA	Abandoned	75/979432	Apr 26 1999	2487125	Sep 11 2001
HMH Publishers LLC	Owl Design Class 16	South Korea	Abandoned	214114	N/A	40-0214114	May 29 1991
							

HMH Publishers LLC	1866 and Owl Design Class 16	South Korea	Abandoned	214115	N/A	40-0214115	May 29 1991
							
HMH Publishers LLC	HBI in an Oval 16	South Korea	Abandoned	89-27827	N/A	40-0214191	May 30 1991
							
HMH Publishers LLC	HBI (stylized) Class 16	South Korea	Abandoned	214193	N/A	40-0214193	May 30 2021
							
Houghton Mifflin Harcourt Publishing Company	WAGGLE Design Mark	USA	Abandoned	86273357	05-May-2014	4,796,306	18-Aug-2015
Houghton Mifflin Harcourt Publishing Company	BUILDING LANGUAGE FOR LITERACY DESIGN MARK	USA	Abandoned	76022812	10-Apr-2022	2,516,655	11-Dec-2021
Houghton Mifflin Harcourt Publishing Company	RAINFOREST DESIGNER	USA	Abandoned	76148197	17-Oct-2000	2,544,476	05-Mar-2002