

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM710940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houghton Mifflin Harcourt Publishing Company		05/10/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	HarperCollins Publishers L.L.C.		
Street Address:	195 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88438231	THE OREGON TRAIL	
Serial Number:	88730697	THE OREGON TRAIL	
Serial Number:	88732098	THE OREGON TRAIL	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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:	212-790-9200		
Email:	fxm@cjl.com		
Correspondent Name:	Mary A. Donovan, Cowan Liebowitz & Latma		
Address Line 1:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	32533-000		
NAME OF SUBMITTER:	Mary A. Donovan		
SIGNATURE:	/madonovan/		
DATE SIGNED:	02/28/2022		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK ASSIGNMENT

THIS AMENDED AND RESTATED TRADEMARK ASSIGNMENT (this "Assignment") is entered into, effective as of May 10, 2021, by Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation ("Seller"), for the benefit of HarperCollins Publishers L.L.C., a Delaware limited liability company ("Buyer"), and amends and restates the Trademark Assignment executed on May 10, 2021 between Seller and Buyer. Seller and Buyer are together referred to herein as the "Parties".

RECITALS

WHEREAS, Seller is the owner of all rights, titles and interests in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto and incorporated herein, including all common law and other rights therein, together with all of the goodwill of the business associated therewith and symbolized thereby (the "Trademarks");

WHEREAS, on March 26, 2021, the Parties entered into an Asset Purchase Agreement (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, convey, assign and transfer, and desires to sell, convey, assign and transfer, all of Seller's rights, titles, and interests in and to the Trademarks to Buyer along with the entirety of the business associated therewith, and Buyer desires to receive all rights, titles, and interests in and to the Trademarks;

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 does hereby irrevocably sell, convey, assign and transfer to Buyer, its successors and assigns, and Buyer purchases and accepts from Seller, all of Seller's rights, titles, and interests in and to the Trademarks; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Seller has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Buyer, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment had not been made. Seller further consents to recordation of this Assignment by Buyer, including with the United States Patent and Trademark Office or successor offices.

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.

4. No Modifications. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

5. Successors and Assigns. This Assignment shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amended and Restated Trademark Assignment to be duly executed and delivered as of the date first above written.

**HOUGHTON MIFFLIN HARCOURT
PUBLISHING COMPANY**

By: _____

Name: William F. Bayers

Title: EVP, General Counsel & Secretary

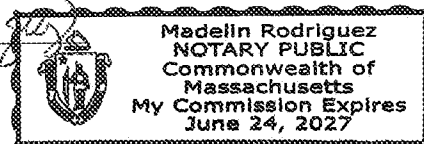
NOTARY

Subscribed and sworn to before me this 9th day of December, 2021

(Notarial Seal)

Signature: _____

Notary Public



HARPERCOLLINS PUBLISHERS L.L.C.

By: _____

Name: _____

Title: _____

NOTARY

Subscribed and sworn to before me this 6th day of January, 2022

(Notarial Seal)

Signature: _____

JOEL SCHMIDT
Notary Public, State of New York
No. 02SC6045160
Qualified in New York County
Commission Expires July 24, 2022