

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM785541

|   |  |                       |                               |
|---|--|-----------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                       |                               |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement (First Lien)                |                       |                               |
| <b>SEQUENCE:</b>  | 1  |                       |                               |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                               |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b> | <b>Entity Type</b>            |
| Houghton Mifflin Harcourt Publishing Company  |  | 02/07/2023            | Corporation:<br>MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                               |
| <b>Name:</b>  | Bank of America, N.A., as Administrative Agent |                       |                               |
| <b>Street Address:</b>  | 900 W Trade Street                             |                       |                               |
| <b>Internal Address:</b>  | NC1-026-06-09 (MacLegal)                       |                       |                               |
| <b>City:</b>  | Charlotte                                      |                       |                               |
| <b>State/Country:</b>   | NORTH CAROLINA                                 |                       |                               |
| <b>Postal Code:</b>   | 28255-0001                                     |                       |                               |
| <b>Entity Type:</b>   | Bank: UNITED STATES                            |                       |                               |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |                               |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>      |                               |
| <b>Serial Number:</b>   | 97561969                                       | HMH FRESH LIT         |                               |
| <b>Serial Number:</b>   | 97562169                                       | HMH FRESH LIT         |                               |
| <b>Serial Number:</b>   | 97562323                                       | HMH FRESH LIT         |                               |
| <b>Serial Number:</b>   | 97562425                                       | HMH FRESH LIT         |                               |
| <b>Serial Number:</b>   | 97589024                                       | LEADER'S CORNER       |                               |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                               |
| <b>Fax Number:</b>  | 8009144240                                     |                       |                               |
| <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> |  |                       |                               |
| <b>Phone:</b>   | 800-713-0755                                   |                       |                               |
| <b>Email:</b>   | Michael.Violet@wolterskluwer.com               |                       |                               |
| <b>Correspondent Name:</b>  | CT Corporation                                 |                       |                               |
| <b>Address Line 1:</b>  | 4400 Easton Commons Way                        |                       |                               |
| <b>Address Line 2:</b>  | Suite 125                                      |                       |                               |
| <b>Address Line 4:</b>  | Columbus, OHIO 43219                           |                       |                               |
| <b>NAME OF SUBMITTER:</b>   | Doris Ka                                       |                       |                               |
| <b>SIGNATURE:</b>   | /Doris Ka/                                     |                       |                               |

OP \$140.00 97561969

|   |            |
|---|------------|
| DATE SIGNED:  | 02/08/2023 |
| <b>Total Attachments: 6</b><br>source=HMH - Trademark Security Agreement (1L) (January 2023)#page1.tif<br>source=HMH - Trademark Security Agreement (1L) (January 2023)#page2.tif<br>source=HMH - Trademark Security Agreement (1L) (January 2023)#page3.tif<br>source=HMH - Trademark Security Agreement (1L) (January 2023)#page4.tif<br>source=HMH - Trademark Security Agreement (1L) (January 2023)#page5.tif<br>source=HMH - Trademark Security Agreement (1L) (January 2023)#page6.tif |            |

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This First Lien Trademark Security Agreement, dated as of February 7, 2023 (this “**Trademark Security Agreement**”), by Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation, (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of April 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Harbor Holding Corp., a Delaware corporation (“**Holdings**”), Houghton Mifflin Harcourt Company, a Delaware corporation (“**HMHC**”), the other Grantors party thereto and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of the Grantor:

(a) registered United States Trademarks and Trademark applications of the Grantor listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

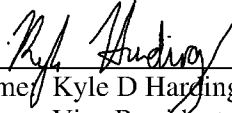
**HOUGHTON MIFFLIN HARCOURT  
PUBLISHING COMPANY**

By: \_\_\_\_\_

Name: John J. Lynch, Jr.

Title: President and Chief Executive Officer

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Kyle D Harding  
Title: Vice President

**Schedule I**  
**to**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations and Use Applications**

Registrations: None.

Applications:

| <b>Owner</b>                                 | <b>Trademark</b>       | <b>Application Number</b> | <b>Application Date</b> |
|--|------------------------|---------------------------|-------------------------|
| Houghton Mifflin Harcourt Publishing Company | HMH FRESH LIT          | 97561969                  | Aug. 24, 2022           |
| Houghton Mifflin Harcourt Publishing Company | HMH FRESH LIT          | 97562169                  | Aug. 24, 2022           |
| Houghton Mifflin Harcourt Publishing Company | HMH FRESH LIT & Design | 97562323                  | Aug. 24, 2022           |
| Houghton Mifflin Harcourt Publishing Company | HMH FRESH LIT & Design | 97562425                  | Aug. 24, 2022           |
| Houghton Mifflin Harcourt Publishing Company | LEADER'S CORNER        | 97589024                  | Sept. 13, 2022          |