

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI149593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (First Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Writable Inc.		04/05/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 W Trade Street		
Internal Address:	NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5183745	WRITABLE	
Registration Number:	7321337	WRITABLE	
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:	8007130755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Michael Violet		
SIGNATURE:	Michael Violet		
DATE SIGNED:	04/08/2024		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Writable Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 5, 2024

- Assignment
- Security Agreement
- Other Security Agreement (First Lien)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Street Address: NC1-026-06-09 (MacLegal)
900 W Trade Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 - Association Citizenship _____
 - Partnership Citizenship _____
 - Limited Partnership Citizenship _____
 - Corporation Citizenship _____
 - Other National Banking Association chartered federally by
Comptroller of the Currency in Washington, D.C.
- If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

5183745, 7321337

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Harbor (08061.2509 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Doris Ka

Signature

April 5, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of April 5, 2024 (this “**Trademark Security Agreement**”), by WRITABLE INC. a Delaware 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 to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, 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 1. 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.

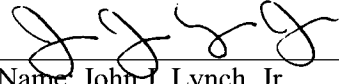
SECTION 2. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 3. 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.

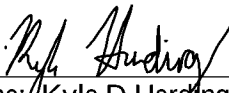
SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

WRITABLE INC.

By: 
Name: John J. Lynch, Jr.
Title: 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:

OWNER	REGISTRATION NUMBER REGISTRATION DATE	TITLE
Writable Inc.	5183745 04/11/2017	WRITABLE (on the Supplemental Register)
Writable Inc.	7321337 03/05/2024	WRITABLE (on the Principal Register)