

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LSC Communications US, LLC		04/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Work-Bench Management, LLC		
Street Address:	110 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4698003	WORK-BENCH	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-842-7800		
Email:	jlauter@cooley.com, cfountain@cooley.com		
Correspondent Name:	Judd D. Lauter		
Address Line 1:	1299 Pennsylvania Ave, NW, Ste 700		
Address Line 2:	Cooley LLP		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	326862-101		
NAME OF SUBMITTER:	Cheryl L. Fountain/Senior Paralegal		
SIGNATURE:	/cheryllfountain/		
DATE SIGNED:	06/05/2017		
Total Attachments: 5			
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Exhibit A

Trademark Assignment

This TRADEMARK ASSIGNMENT, dated as of April ^{14th}, 2017 (the "*Assignment*"), is made by and between LSC Communications US, LLC, a Delaware limited liability company, with a principal place of business at 191 North Wacker Drive, Suite 1400, Chicago, IL, 60606 ("*Assignor*"), and Work-Bench Management, LLC, a Delaware limited liability company, with a principal place of business at 110 Fifth Avenue, New York, NY 10011 ("*Assignee*").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks set forth in **SCHEDULE A** hereto and incorporated by reference herein (the "*Assigned Marks*"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest throughout the world in, to and under the Assigned Marks, together with the goodwill of Assignor's business symbolized exclusively by the Assigned Marks, and together with the business of Assignor in connection with which Assignor has used the Assigned Marks in interstate commerce, which is ongoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby transfer, assign, convey and deliver to Assignee:
 - a. all of Assignor's right, title and interest throughout the world in, to and under the Assigned Marks, together with the goodwill of the Assignor's business symbolized exclusively by the Assigned Marks, in connection with which Assignor used the Assigned Marks in interstate commerce, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, except as otherwise agreed in writing between Assignor and Assignee; and
 - d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes and requests the Commissioner of the USPTO or such other applicable officer of any foreign Trademark Office to record ownership of the applicable registered Trademarks set forth in **SCHEDULE A** as the property of Assignee.

3. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

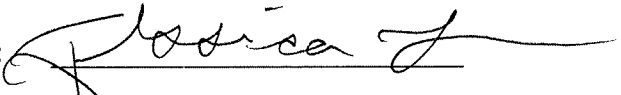
4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

WORK-BENCH MANAGEMENT, LLC

By: 


Name: Jessica Lin

Title: Manager

ACKNOWLEDGMENT

STATE OF NEW YORK)
) :SS:
COUNTY OF NEW YORK)

On APRIL 14th 2017 before me the undersigned notary public, personally appeared JESSICA LIN, proved to me through satisfactory evidence of identification, which was his/her state-issued driver's license, to be the person(s) whose name(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as MANAGER for Work-Bench Management, LLC, a Delaware limited liability company.



(signature and office of individual taking acknowledgment)

WYKEITHIA SMALLS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SM6335153
Qualified In New York County
My Commission Expires 01-04-2020

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

ASSIGNOR:

LSC COMMUNICATIONS US, LLC

By: 

Name: Andrew B. Coxhead

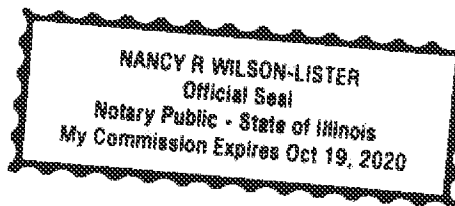
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Illinois)
) :SS:
COUNTY OF Cook)

On April 25, 2017 before me the undersigned notary public, personally appeared Andrew B. Coxhead, proved to me through satisfactory evidence of identification, which was his/her state-issued driver's license, to be the person(s) whose name(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as Chief Financial Officer for LSC Communications US, LLC, a Delaware limited liability company.

Nancy R. Wilson-Lister
(signature and office of individual taking acknowledgment)



Schedule A

Registered Trademarks

The word mark "Work-Bench."