

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494146

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT           |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement (ABL) |

**CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type                          |
|-------------------------------|----------|----------------|--------------------------------------|
| R.R. Donnelley & Sons Company |          | 10/15/2018     | Corporation: DELAWARE                |
| Consolidated Graphics, Inc.   |          | 10/15/2018     | Corporation: TEXAS                   |
| The Hennegan Company          |          | 10/15/2018     | Corporation: KENTUCKY                |
| Nies/Artcraft, Inc.           |          | 10/15/2018     | Corporation: MISSOURI                |
| PBM Graphics, Inc.            |          | 10/15/2018     | Corporation: NORTH CAROLINA          |
| Precision Dialogue, Inc.      |          | 10/15/2018     | Corporation: DELAWARE                |
| Wetzel Brothers, LLC          |          | 10/15/2018     | Limited Liability Company: WISCONSIN |

**RECEIVING PARTY DATA**

|                          |  |
|--------------------------|--|
| <b>Name:</b>             | Bank of America, N.A., as Administrative Agent           |
| <b>Street Address:</b>   | 20975 Swenson Drive, Suite 200                           |
| <b>City:</b>             | Waukesha   |
| <b>State/Country:</b>    | WISCONSIN  |
| <b>Postal Code:</b>      | 53186  |
| <b>Entity Type:</b>      | Bank: UNITED STATES                                      |
| <b>Name:</b>             | Bank of America, N.A., as ABL Administrative Agent       |
| <b>Street Address:</b>   | 20975 Swenson Drive, Suite 200                           |
| <b>Internal Address:</b> | WI3-500-02-01  |
| <b>City:</b>             | Waukesha   |
| <b>State/Country:</b>    | WISCONSIN  |
| <b>Postal Code:</b>      | 53186  |
| <b>Entity Type:</b>      | Bank: UNITED STATES                                      |
| <b>Name:</b>             | Bank of America, N.A., as Term Loan Administrative Agent |
| <b>Street Address:</b>   | 101 N Tryon Street, 5th Floor                            |
| <b>Internal Address:</b> | NC1-001-05-45  |
| <b>City:</b>             | Charlotte  |
| <b>State/Country:</b>    | NORTH CAROLINA   |
| <b>Postal Code:</b>      | 28255-0001   |
| <b>Entity Type:</b>      | Bank: UNITED STATES                                      |

OP \$1765.00 4235036

TRADEMARK

**PROPERTY NUMBERS Total: 70**

| <b>Property Type</b> | <b>Number</b> | <b>Word Mark</b>                        |
|----------------------|---------------|---|
| Registration Number: | 4235036       | PRECISION DIALOGUE                      |
| Registration Number: | 4131350       | PD PRECISION DIALOGUE                   |
| Registration Number: | 2965973       | WETZEL BROTHERS                         |
| Registration Number: | 3131707       | DUOCAL                                  |
| Registration Number: | 2937480       |   |
| Registration Number: | 2633274       | MICROTONE                               |
| Registration Number: | 2189469       | NIES/ARTCRAFT                           |
| Registration Number: | 3385119       | PBM PBM GRAPHICS INC                    |
| Registration Number: | 4079739       | PBM                                     |
| Registration Number: | 4605798       | ECKO CARD                               |
| Registration Number: | 4076692       | WHERE CRAFTSMANSHIP AND TECHNOLOGY MEET |
| Registration Number: | 2535668       | CONSOLIDATEDGRAPHICS                    |
| Registration Number: | 3891586       | FLEX MAILER                             |
| Registration Number: | 4927694       | WORKSMART SUITE                         |
| Registration Number: | 4261862       | EMERGE                                  |
| Registration Number: | 4126505       | ENCORE                                  |
| Registration Number: | 4700019       | CDS                                     |
| Registration Number: | 2842428       | RR DONNELLEY                            |
| Serial Number:       | 86845659      | DONNELLEY FINANCIAL SOLUTIONS           |
| Serial Number:       | 87912031      |   |
| Registration Number: | 1998434       |   |
| Registration Number: | 4368837       |   |
| Registration Number: | 4677282       | RRDIGITAL                               |
| Serial Number:       | 85957068      | RRD                                     |
| Registration Number: | 2201766       | SECURESCAN                              |
| Registration Number: | 4396140       | SECURESCAN AGGREGATE                    |
| Registration Number: | 2932858       | MEDIACOMPASS                            |
| Registration Number: | 4603255       | UP2ME                                   |
| Serial Number:       | 87776549      | MOTIF                                   |
| Registration Number: | 3331420       | PDFDIRECT                               |
| Registration Number: | 1759790       | CLEANTAC                                |
| Registration Number: | 1879213       | CONSERVATOR                             |
| Registration Number: | 1490134       | LASERMATE                               |
| Registration Number: | 3757560       | LOGOLINE                                |
| Registration Number: | 4056703       | MICROSECUR                              |
| Registration Number: | 3531807       | PIRX                                    |
| Registration Number: | 4886649       | PIRX                                    |

| Property Type        | Number  | Word Mark                           |
|----------------------|---------|-------------------------------------|
| Registration Number: | 1621200 | SAFETYBLOC                          |
| Registration Number: | 4072043 | SECLIPSE                            |
| Registration Number: | 3430666 | SECURITYMARK                        |
| Registration Number: | 1570928 | SIDESTICK                           |
| Registration Number: | 3774091 | UNIARROW                            |
| Registration Number: | 1711639 | UNIFLAG                             |
| Registration Number: | 1732953 | UNIMARK                             |
| Registration Number: | 2255680 | HERO BADGE                          |
| Registration Number: | 1211518 | LETR-TRIM                           |
| Registration Number: | 3748582 | POINT-EZE                           |
| Registration Number: | 2742638 | UNISHIELD                           |
| Registration Number: | 3756803 | TAMPER-PRUF                         |
| Registration Number: | 0245256 | FLATPAKIT                           |
| Registration Number: | 3931872 | SHELFWRITE SOLUTIONS                |
| Registration Number: | 3151803 | DATASELECT                          |
| Registration Number: | 3909495 | MESSAGEDOCS                         |
| Registration Number: | 2186517 | WEB-TO-ONE                          |
| Registration Number: | 2591130 | PHOTO-FLOW                          |
| Registration Number: | 4198974 | TRANSFORMING THE LANDSCAPE OF PRINT |
| Registration Number: | 4564535 | CONTENT THAT CONNECTS               |
| Registration Number: | 4547803 | CUSTOMBUY                           |
| Registration Number: | 3231665 | CUSTOMPOINT                         |
| Registration Number: | 2490708 | NIMBLEFISH                          |
| Registration Number: | 2686035 | STUDIO W26                          |
| Registration Number: | 3717299 | KNOWLEDGE THAT DELIVERS             |
| Registration Number: | 2381012 | IMAGEMERCHANT                       |
| Registration Number: | 2874871 | SHARESTREAM                         |
| Registration Number: | 2877558 | STUDIOSTREAM                        |
| Registration Number: | 3496771 | DIGIMAG                             |
| Registration Number: | 2607858 | MARKETREADY                         |
| Registration Number: | 3970882 | PACKLINKS                           |
| Registration Number: | 4392296 | PAGEPLANNER                         |
| Registration Number: | 2494335 | PURL                                |

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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.*

Email: Michael.Violet@wolterskluwert.com

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

|                           |            |
|---------------------------|------------|
| <b>NAME OF SUBMITTER:</b> | Doris Ka   |
| <b>SIGNATURE:</b>         | /Doris Ka/ |
| <b>DATE SIGNED:</b>       | 10/16/2018 |

**Total Attachments: 10**

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**Trademark Security Agreement**

**Trademark Security Agreement** (this “Trademark Security Agreement”), dated as of October 15, 2018, by R.R. DONNELLEY & SONS COMPANY, CONSOLIDATED GRAPHICS, INC., NIES/ARTCRAFT, INC., PBM GRAPHICS, INC., PRECISION DIALOGUE, INC., THE HENNEGAN COMPANY and WETZEL BROTHERS, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Amended and Restated Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated as of October 15, 2018, made by R. R. DONNELLEY & SONS COMPANY, a Delaware corporation (the “Borrower”), the Guarantors party thereto in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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. For purposes of this Trademark Security Agreement, “Trademarks” shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established, applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) goodwill associated with the foregoing, (ii) rights and privileges arising under applicable law with respect to any of the foregoing, (iii) extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following property, in all cases wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property, including any United States trademark or service mark application filed on the basis of any Pledgor's intent-to-use such mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the U.S. Patent and Trademark Office of a verified "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 payment in full of the Secured Obligations and termination of the Security Agreement, this Trademark Security Agreement shall terminate, and the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral granted under this Trademark Security Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy in respect of the Trademark Collateral by the Administrative Agent (or any Secured Party) hereunder are subject to the provisions of the Intercreditor Agreement and in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to the exercise of any such right or remedy.

SECTION 6. 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.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including


statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

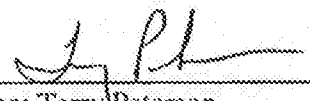
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

R. R. DONNELLEY & SONS COMPANY

By:   
Name: Terry Peterson  
Title: Executive Vice President and  
Chief Financial Officer

CONSOLIDATED GRAPHICS, INC.  
NIES/ARTCRAFT, INC.  
PBM GRAPHICS, INC.  
PRECISION DIALOGUE, INC.  
THE HENNEGAN COMPANY  
WETZEL BROTHERS, LLC

By:   
Name: Terry Peterson  
Title: Authorized Signatory

{Signature Page to Trademark Security Agreement}

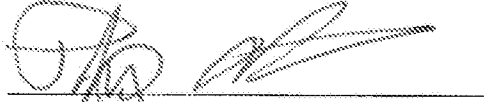
TRADEMARK  
REEL: 006458 FRAME: 0072



Accepted and Agreed:

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

By:



Name: Philip Nomura  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006458 FRAME: 0073**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

| Trademark  | Reg. No.<br>(Appln No.)                   | Owner                         |
|--|---|-------------------------------|
| PRECISION DIALOGUE   | 4235036                                   | Precision Dialogue, Inc.      |
| PD PRECISION DIALOGUE  | 4131350                                   | Precision Dialogue, Inc.      |
| WETZEL BROTHERS  | 2965973                                   | Wetzel Brothers, LLC          |
| DUOCAL   | 3131707                                   | Wetzel Brothers, LLC          |
| <br>Design only | 2937480                                   | Wetzel Brothers, LLC          |
| MICROTONE  | 2633274                                   | The Hennegan Company          |
| NIES/ARTCRAFT  | 2189469                                   | Nies/Artcraft, Inc.           |
| PBM PBM GRAPHICS INC   | 3385119                                   | PBM Graphics, Inc.            |
| PBM  | 4079739                                   | PBM Graphics, Inc.            |
| ECKO CARD  | 4605798                                   | PBM Graphics, Inc.            |
| WHERE CRAFTSMANSHIP AND<br>TECHNOLOGY MEET   | 4076692                                   | PBM Graphics, Inc.            |
| CONSOLIDATEDGRAPHICS   | 2535668                                   | Consolidated Graphics, Inc.   |
| FLEX MAILER  | 3891586                                   | Consolidated Graphics, Inc.   |
| WORKSMART SUITE  | 4927694                                   | Consolidated Graphics, Inc.   |
| EMERGE   | 4261862                                   | Consolidated Graphics, Inc.   |
| ENCORE   | 4126505                                   | Consolidated Graphics, Inc.   |
| CDS  | 4700019                                   | Consolidated Graphics, Inc.   |
| R.R. DONNELLEY   | 2842428                                   | R.R. Donnelley & Sons Company |
| DONNELLEY FINANCIAL SOLUTIONS  | (86/845659)<br>Supplemental Regis-<br>ter | R.R. Donnelley & Sons Company |
| Design Only  | (87/912031)                               | R.R. Donnelley & Sons Company |
| Design Only  | 1998434                                   | R.R. Donnelley & Sons Company |
| Design Only  | 4368837                                   | R.R. Donnelley & Sons Company |

| <b>Trademark</b>     | <b>Reg. No.<br/>(Appln No.)</b> | <b>Owner</b>                  |
|----------------------|---------------------------------|-------------------------------|
| RRDIGITAL            | 4677282                         | R.R. Donnelley & Sons Company |
| RRD                  | (85/957068)<br>4706196          | R.R. Donnelley & Sons Company |
| SECURESCAN           | 2201766                         | R.R. Donnelley & Sons Company |
| SECURESCAN AGGREGATE | 4396140                         | R.R. Donnelley & Sons Company |
| MEDIACOMPASS         | 2932858                         | R.R. Donnelley & Sons Company |
| UP2ME                | 4603255                         | R.R. Donnelley & Sons Company |
| MOTIF                | (87/776549)                     | R.R. Donnelley & Sons Company |
| PDFDIRECT            | 3331420                         | R.R. Donnelley & Sons Company |
| CLEANTAC             | 1759790                         | R.R. Donnelley & Sons Company |
| CONSERVATOR          | 1879213                         | R.R. Donnelley & Sons Company |
| LASERMATE            | 1490134                         | R.R. Donnelley & Sons Company |
| LOGOLINE             | 3757560                         | R.R. Donnelley & Sons Company |
| MICROSECUR           | 4056703                         | R.R. Donnelley & Sons Company |
| PIRX                 | 3531807                         | R.R. Donnelley & Sons Company |
| PIRX                 | 4886649                         | R.R. Donnelley & Sons Company |
| SAFETYBLOC           | 1621200                         | R.R. Donnelley & Sons Company |
| SECLIPSE             | 4072043                         | R.R. Donnelley & Sons Company |
| SECURITYMARK         | 3430666                         | R.R. Donnelley & Sons Company |
| SIDESTICK            | 1570928                         | R.R. Donnelley & Sons Company |
| UNIARROW             | 3774091                         | R.R. Donnelley & Sons Company |
| UNIFLAG              | 1711639                         | R.R. Donnelley & Sons Company |
| UNIMARK              | 1732953                         | R.R. Donnelley & Sons Company |
| HERO BADGE           | 2255680                         | R.R. Donnelley & Sons Company |
| LETR-TRIM            | 1211518                         | R.R. Donnelley & Sons Company |
| POINT-EZE            | 3748582                         | R.R. Donnelley & Sons Company |

| <b>Trademark</b>                    | <b>Reg. No.<br/>(Appln No.)</b> | <b>Owner</b>                  |
|-------------------------------------|---------------------------------|-------------------------------|
| UNISHIELD                           | 2742638                         | R.R. Donnelley & Sons Company |
| TAMPER-PRUF                         | 3756803                         | R.R. Donnelley & Sons Company |
| FLATPAKIT                           | 0245256                         | R.R. Donnelley & Sons Company |
| SHELFWRITE SOLUTIONS                | 3931872                         | R.R. Donnelley & Sons Company |
| DATASELECT                          | 3151803                         | R.R. Donnelley & Sons Company |
| MESSAGEDOCS                         | 3909495                         | R.R. Donnelley & Sons Company |
| WEB-TO-ONE                          | 2186517                         | R.R. Donnelley & Sons Company |
| PHOTO-FLOW                          | 2591130                         | R.R. Donnelley & Sons Company |
| TRANSFORMING THE LANDSCAPE OF PRINT | 4198974                         | R.R. Donnelley & Sons Company |
| CONTENT THAT CONNECTS               | 4564535                         | R.R. Donnelley & Sons Company |
| CUSTOMBUY                           | 4547803                         | R.R. Donnelley & Sons Company |
| CUSTOMPOINT                         | 3231665                         | R.R. Donnelley & Sons Company |
| NIMBLEFISH                          | 2490708                         | R.R. Donnelley & Sons Company |
| STUDIO W26                          | 2686035                         | R.R. Donnelley & Sons Company |
| KNOWLEDGE THAT DELIVERS             | 3717299                         | R.R. Donnelley & Sons Company |
| IMAGEMERCHANT                       | 2381012                         | R.R. Donnelley & Sons Company |
| SHARESTREAM                         | 2874871                         | R.R. Donnelley & Sons Company |
| STUDIOSTREAM                        | 2877558                         | R.R. Donnelley & Sons Company |
| DIGIMAG                             | 3496771                         | R.R. Donnelley & Sons Company |
| MARKETREADY                         | 2607858                         | R.R. Donnelley & Sons Company |
| PACKLINKS                           | 3970882                         | R.R. Donnelley & Sons Company |
| PAGEPLANNER                         | 4392296                         | R.R. Donnelley & Sons Company |
| PURL                                | 2494335                         | R.R. Donnelley & Sons Company |