

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Term)

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

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

OP \$1765.00 4235036

TRADEMARK

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
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
Registration Number:	4706196	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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 10/17/2018

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 Security Agreement (as amended, amended and re-stated, 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 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 ABL Intercreditor Agreement and in the event of any conflict between the terms of the ABL Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL 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

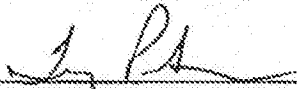
statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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

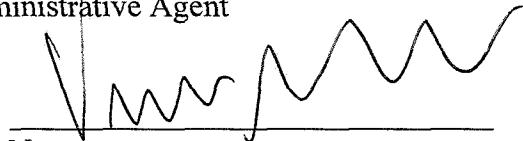
{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006459 FRAME: 0008

Accepted and Agreed:

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

By:

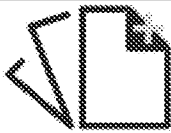
A handwritten signature in black ink, appearing to read 'Vikas Singh', is written over a horizontal line. The signature is stylized with several peaks and valleys.

Name:

Title: **VIKAS SINGH**
DIRECTOR

SCHEDULE I

UNITED STATES TRADEMARKS

Trademark	Reg. No. (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
 Design only	2937480	Wetzel Brothers, LLC
MICROPHONE	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 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) Supplemental Register	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
RRDIGITAL	4677282	R.R. Donnelley & Sons Company

Trademark	Reg. No. (Appln No.)	Owner
RRD	(85/957068) 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
UNISHIELD	2742638	R.R. Donnelley & Sons Company
TAMPER-PRUF	3756803	R.R. Donnelley & Sons Company

Trademark	Reg. No. (Appln No.)	Owner
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