

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.R. Donnelley & Sons Company		03/29/2019	Corporation: DELAWARE
Consolidated Graphics, Inc.		03/29/2019	Corporation: TEXAS
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		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87911984	SUPERDOC	
Registration Number:	2235252	DOCUMENT PATHWAYS	
Registration Number:	2562963	CONSOLIDATED GRAPHICS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	james.murray@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:	04/01/2019		
Total Attachments: 6			
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Trademark Security Agreement

Trademark Security Agreement (this “Trademark Security Agreement”), dated as of March 29, 2019, by R. R. DONNELLEY & SONS COMPANY and CONSOLIDATED GRAPHICS, INC. (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 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 this Trademark 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: Christine M. Maki

Title: Senior Vice President, Tax and
Treasurer

CONSOLIDATED GRAPHICS, INC.

By: _____

Name: Christine M. Maki

Title: Senior Vice President, Tax and Treasurer

Accepted and Agreed:

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

By: _____

Name:

Title:

Accepted and Agreed:

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

By: 
Name: Kelly Weaver
Title: Vice President

SCHEDULE I

UNITED STATES TRADEMARKS

Trademark	Reg. No. (Appln No.)	Owner
SUPERDOC	(87/911984)	R. R. Donnelley & Sons Company
DOCUMENT PATHWAYS	2235252	R. R. Donnelley & Sons Company
CONSOLIDATED GRAPHICS	2562963	Consolidated Graphics, Inc.