

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619505

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		12/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LSC COMMUNICATIONS MCL LLC		
Street Address:	4101 Winfield Road		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5112811	CONTINUUM ONSOURCING	
Registration Number:	5082023	PRINT MANAGEMENT IS SMART MANAGEMENT	
Registration Number:	4478666	CONTINUUM	
Registration Number:	2489926	DYNAMAIL	
Registration Number:	1075655	SELECTRONIC	
Serial Number:	88680608	LSC LOGISTICS	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	ljewett@nixonpeabody.com		
Correspondent Name:	Janet M. Garetto with NixonPeabody LLP		
Address Line 1:	70 West Madison Street		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Janet M. Garetto		
SIGNATURE:	/Janet M. Garetto/		
DATE SIGNED:	01/11/2021		

CH \$165.00 5112811

Total Attachments: 5

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Exhibit C**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) is made and entered into as of December 4, 2020, by and among LSC Communication, Inc., a Delaware corporation, LSC Communications US, LLC, a Delaware limited liability company, and Publishers Press, LLC (collectively, the “Assignor”), and LSC Communications MCL LLC, a Delaware limited liability company (the “Assignee”) (Assignee and Assignor each, a “Party” and collectively, the “Parties”).

WHEREAS, pursuant to that certain IP Assignment & Assumption Agreement, dated as of September 15, 2020, by and between Assignee and Assignor (the “IP Agreement”), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks (as defined below) to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Trademark Assignment Agreement that are not defined in the body of this Trademark Assignment Agreement have the meanings given to them in the IP Agreement.

2. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor’s right, title, and interest in and to (a) the trademarks and trademark applications trademarks, service marks, trade dress, trade names, and other indicia of origin, applications and registrations for the foregoing set forth on Schedule A, and all goodwill associated therewith and symbolized thereby attached thereto (collectively, the “Trademarks”), (b) the right to apply for and obtain registrations and renewals for the Trademarks, (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, and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Assignor further authorizes Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all trademarks, service marks, trade dress, trade names, and other indicia of origin resulting from the Trademarks to Assignee.

3. Governing Law. This Trademark Assignment Agreement shall be construed in accordance with the domestic Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4. Power of Attorney. Assignor hereby appoints Assignee, and any agent thereof (solely to the extent acting in its capacity as agent of Assignee), as the attorney-in-fact of Assignor for the purpose of executing and delivering any document that Assignee reasonably determines is required to perfect Assignee's ownership of or title to any Trademarks owned by Assignor, which appointment is irrevocable and coupled with an interest.

5. No Conflict. Nothing in this Trademark Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Trademarks except as specifically set forth in the Purchase Agreement.

6. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

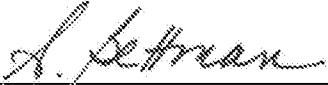
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

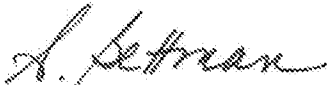
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignor:

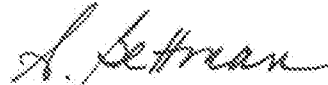
LSC COMMUNICATIONS, INC.

By: 
Name: Suzanne Bettman
Title: Seretary

LSC COMMUNICATIONS US, LLC

By: 
Name: Suzanne Bettman
Title: Seretary

PUBLISHERS PRESS, LLC

By: 
Name: Suzanne Bettman
Title: Seretary

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignee:

LSC COMMUNICATIONS MCL LLC

By: Neil Mahajan
Name: Neil Mahajan
Title: Vice President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007159 FRAME: 0516**

SCHEDULE A**TRADEMARKS**

1. Publishers Press, LLC

Mark	App. No.	Reg. Date	Business	Jurisdiction
INKWORTHY	5030893	8/30/2016	MCL	United States - (US)
PICA and Design	3747549	2/9/2010	MCL	United States - (US)
PUBXPRESS	3204448	1/30/2007	MCL	United States - (US)

2. LSC Communications US, LLC

Mark	App. No.	Reg. No.	Reg. Date	Business	Jurisdiction
CONTINUUM ONSOURCING		5112811	1/3/2017	MCL	United States - (US)
PRINT MANAGEMENT IS SMART MANAGEMENT		5082023	11/15/2016	MCL	United States - (US)
CONTINUUM		4478666	2/4/2014	MCL	United States - (US)
DYNAMAIL		2489926	9/18/2001	MCL	United States - (US)
SELECTRONIC		1075655	10/18/1977	MCL	United States - (US)
LSC LOGISTICS	88680608		11/5/2019	MCL	United States - (US)