ETAS ID: TM620736

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dover Publications, Inc.		12/04/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	LSC Communications Book LLC	
Street Address:	4101 Winfield Road	
City:	Warrenville	
State/Country:	ILLINOIS	
Postal Code:	60555	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5576470	IXIA
Registration Number:	5414734	IXIA

CORRESPONDENCE DATA

Fax Number: 3129774405

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: 3129774400

Email: ljewett@nixonpeabody.com

Janet M. Garetto with Nixon Peabody LLP **Correspondent Name:**

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:	01/16/2021

Total Attachments: 7

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Exhibit C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Trademark Assignment Agreement</u>") 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, Dover Publications, Inc., Courier Communications, LLC, Courier New Media, Inc. (collectively, the "<u>Assignor</u>"), and LSC Communications Book LLC, a Delaware limited liability company (the "<u>Assignee</u>") (Assignee and Assignor each, a "<u>Party</u>" and collectively, the "<u>Parties</u>").

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. <u>Definitions</u>. 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.
- Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and 2. 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. <u>Governing Law.</u> 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. <u>Power of Attorney</u>. 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. <u>No Conflict</u>. 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. <u>No Modifications</u>. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.
- 7. <u>Successors and Assigns</u>. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.
- 8. <u>Counterparts</u>. 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.]

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

Assignor:

LSC COMMUNICATIONS, INC.

Name: Suzanne Bettman

Title: Secretary

LSC COMMUNICATIONS US, LLC

Name: Suzanne Bettman

Title: Secretary

DOVER PUBLICATIONS, INC.

Name: Suzanne Bettman

Title: Secretary

COURIER COMMUNICATIONS, LLC

Name: Suzanne Bettman

Title: Secretary

COURIER NEW MEDIA, INC.

Name Suzanne Bettman

Title: Secretary

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

Assignee:

LSC COMMUNICATIONS BOOK LLC

By: Mul Malayn
Name: Neil Mahajan

Title: Vice President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

1. Dover Publications, Inc.

Mark	Reg. No.	Reg. Date	Business	Jurisdiction
IXIA	5576470	10/2/2018	Book	United States - (US)
IXIA	5414734	2/27/2018	Book	United States - (US)

2. Courier Communications, LLC

Mark	Reg. No.	Reg. Date	Business	Jurisdiction
3-D MAGIC ACTION	4595922	9/2/2014	Book	United States - (US)

3. Courier New Media, Inc.

Mark	App. No.	Reg. Date	Business	Jurisdiction
HIGHCREST	MA 72285	2/12/2010	Book	Masachusetts
MEDIA	IVIA /2203	2/12/2010	DUOK	iviasaciiusetts

4. LSC Communications US, LLC

Mark	App. No.	Reg. No.	Reg. Date	Business	Jurisdiction
HARVEST	1896259	TMA1086620	4/27/2018	Book	Canada
HARVEST	30549176		4/27/2018	Book	China P.R.
HARVEST		17892874	4/27/2018	Book	Community Trademark (European Union)
DOVER		5989370	2/18/2020	Book	United States - (US)
HARVEST		5620384	12/4/2018	Book	United States - (US)
REA'S LANGUAGE SERIES MADE NICE & EASY!		5053644	10/4/2016	Book	United States - (US)
DOVER SPARK		4999688	7/12/2016	Book	United States - (US)
AER MARKETPLACE		4986577	6/28/2016	Book	United States - (US)
REA CRASH COURSE		4976150	6/14/2016	Book	United States - (US)
AFFORDABLE EDUCATIONAL RESOURCES		4938706	4/12/2016	Book	United States - (US)
ENGLISH THE AMERICAN WAY		4921799	3/22/2016	Book	United States - (US)

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REDI	4823752	9/29/2015	Book	United States - (US)
CRAFTSTASH	4727289	4/28/2015	Book	United States - (US)
DOVER MASTERWORKS	4582881	8/12/2014	Book	United States - (US)
FROM HANDWRITTEN TO HANDHELD	4514609	4/15/2014	Book	United States - (US)
BOOST SERIOUSLY FUN LEARNING	4499226	3/18/2014	Book	United States - (US)
TOUCHED BY GENIUS	4418940	10/15/2013	Book	United States - (US)
ALL ACCESS	4416698	10/15/2013	Book	United States - (US)
TOUCHED BY GENIUS	4407452	9/24/2013	Book	United States - (US)
CREATIVE HAVEN	4340044	5/21/2013	Book	United States - (US)
REA CRASH COURSE	4331467	5/7/2013	Book	United States - (US)
DOVERPICTURA	4267154	1/1/2013	Book	United States - (US)
SUPER REVIEW	4145829	5/22/2012	Book	United States - (US)
READY, SET, GO!	3563628	1/20/2009	Book	United States - (US)
BOOKBROWSE	3462033	7/8/2008	Book	United States - (US)
BookDIGITAL	3461468	7/8/2008	Book	United States - (US)
ONESITE	3314594	10/16/2007	Book	United States - (US)
REA TESTBUSTER	2654034	11/26/2002	Book	United States - (US)
REA QUICK ACCESS	2372330	8/1/2000	Book	United States - (US)
THEY GIVE MAX FACTS FOR QUICK & EASY STUDY/REVIEW and Design	2343031	4/18/2000	Book	United States - (US)
INTERACTIVE FLASHCARDS	2292356	11/16/1999	Book	United States - (US)
REA	2246194	5/18/1999	Book	United States - (US)
TESTWARE	2161294	6/2/1998	Book	United States - (US)
KEYSTONE and Design	1975051	5/21/1996	Book	United States - (US)
MAX NOTES (Stylized)	1923606	10/3/1995	Book	United States - (US)
DOVER LITTLE ACTIVITY BOOKS and Design	1744467	1/5/1993	Book	United States - (US)
DOVER CLIP-ART SERIES and Design	1706666	8/11/1992	Book	United States - (US)

DOVER NEEDLEWORK SERIES and Design	1704907	8/4/1992	Book	United States - (US)
THE HIGH SCHOOL TUTOR	1653651	8/13/1991	Book	United States - (US)
THE ESSENTIALS OF	1515367	12/6/1988	Book	United States - (US)
PROBLEM SOLVER	1139222	9/2/1980	Book	United States - (US)
DOVER	866857	3/18/1969	Book	United States - (US)

RECORDED: 01/16/2021