

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R. R. DONNELLEY & SONS COMPANY		03/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APOLLO ADMINISTRATIVE AGENCY LLC		
<b>Street Address:</b>	9 West 57th Street,		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6530993	RRD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3124564206		
<b>Email:</b>	rsiddiqui@sidley.com		
<b>Correspondent Name:</b>	Raza Siddiqui		
<b>Address Line 1:</b>	One South Dearborn		
<b>Address Line 2:</b>	Sidley Austin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	101033-30020		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	03/25/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 22, 2023 (this “Agreement”) is made by **R. R. DONNELLEY & SONS COMPANY**, (the “Pledgor”), in favor of **APOLLO ADMINISTRATIVE AGENCY LLC**, in its capacity as successor collateral agent to **JEFFERIES FINANCE LLC**, pursuant to the Credit Agreement (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

**WHEREAS**, the Pledgor is a party to a Security Agreement dated as of October 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Pledgor, the other Guarantors party thereto and **JEFFERIES FINANCE LLC** as prior Administrative Agent, pursuant to which the Pledgor pledged and granted a lien on and security interest in the Pledged Collateral to the Administrative Agent for the benefit of the Secured Parties, including in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, the Pledgor has agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Pledgor hereby agrees 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 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.** The 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 the 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 Agreement shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Property, including any United States trademark or service mark application filed on the basis of the

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 Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor 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 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 Agreement shall terminate, and the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral granted under this 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 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 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 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 Agreement by signing and delivering one or more counterparts.


SECTION 7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 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, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**R. R. DONNELLEY & SONS COMPANY,**  
as Pledgor

By:

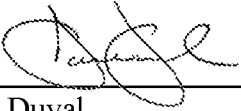
DocuSigned by:  


Name: Andrew Coxhead

Title: Executive Vice President and Chief  
Financial Officer

Accepted and Agreed:

**APOLLO ADMINISTRATIVE AGENCY LLC,**  
as the Administrative Agent


By:  \_\_\_\_\_  
Name: Daniel Duval  
Title: Vice President

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008015 FRAME: 0158**

**SCHEDULE I**

**UNITED STATES TRADEMARKS**

Trademark	App. No. / App Date	Reg. No. / Reg. Date	Owner
RRD Design 	87327096 07-FEB-2017	6530993- 19-OCT-2021	R. R. Donnelley & Sons Company