TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM828661

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PBM Graphics, Inc.		07/27/2023	Corporation: NORTH CAROLINA
Consolidated Graphics, Inc.		07/27/2023	Corporation: TEXAS
R.R. Donnelley & Sons Company		07/27/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association, as notes collateral agent
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark	
Registration Number:	3385119	PBM PBM GRAPHICS INC	
Registration Number:	4079739	РВМ	
Registration Number:	2535668	CONSOLIDATEDGRAPHICS	
Registration Number:	4927694	WORKSMART SUITE	
Registration Number:	4700019	CDS	
Registration Number:	2842428	RR DONNELLEY	
Registration Number:	5592003	DONNELLEY FINANCIAL SOLUTIONS	
Registration Number:	1998434		
Registration Number:	4677282	RRDIGITAL	
Registration Number:	5851845	RRD	
Registration Number:	4706196	RRD	
Registration Number:	2201766	SECURESCAN	
Registration Number:	4396140	SECURESCAN AGGREGATE	
Registration Number:	2932858	MEDIACOMPASS	
Registration Number:	4603255	UP2ME	
Registration Number:	3331420	PDFDIRECT	
		TDADEMADY	

TRADEMARK

REEL: 008152 FRAME: 0551

900790168

Property Type	Number	Word Mark		
Registration Number:	1759790	CLEANTAC		
Registration Number:	1879213	CONSERVATOR		
Registration Number:	1490134	LASERMATE		
Serial Number:	87327096	RRD		
Registration Number:	3757560	LOGOLINE		
Registration Number:	4056703	MICROSECUR		
Registration Number:	3531807	PIRX		
Registration Number:	4886649	PIRX		
Registration Number:	1621200	SAFETYBLOC		
Registration Number:	4072043	SECLIPSE		
Registration Number:	3430666	SECURITYMARK		
Registration Number:	3774091	UNIARROW		
Registration Number:	1711639	UNIFLAG		
Registration Number:	1732953	UNIMARK		
Registration Number:	1211518	LETR-TRIM		
Registration Number:	2742638	UNISHIELD		
Registration Number:	3756803	TAMPER-PRUF		
Registration Number:	3931872	SHELFWRITE SOLUTIONS		
Registration Number:	3151803	DATASELECT		
Registration Number:	3909495	MESSAGEDOCS		
Registration Number:	2186517	WEB-TO-ONE		
Registration Number:	4547803	CUSTOMBUY		
Registration Number:	3231665	CUSTOMPOINT		
Registration Number:	2490708	NIMBLEFISH		
Registration Number:	2686035	STUDIO W26		
Registration Number:	2874871	SHARESTREAM		
Registration Number:	2877558	STUDIOSTREAM		
Registration Number:	3496771	DIGIMAG		
Registration Number:	2607858	MARKETREADY		
Registration Number:	2494335	PURL		
Registration Number:	2235252	DOCUMENT PATHWAYS		
Registration Number:	2562963	CONSOLIDATED GRAPHICS		
Serial Number:	87911984	SUPERDOC		
Registration Number:	6275594	UAL UNITED AD LABEL		
Registration Number:	6269970	UNITED AD LABEL		
Registration Number:	6580799	MESSAGEDOCS		
Serial Number:	97252633	RRD		
Serial Number:	90605946	RRD GO CREATIVE		

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1155732-0574-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	08/01/2023

Total Attachments: 7

source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page1.tif source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page2.tif source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page3.tif source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page4.tif source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page5.tif source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page6.tif source=RRD (2028 Notes) - Trademark Security Agreement [Executed]#page7.tif

Trademark Security Agreement

Trademark Security Agreement (this "<u>Trademark Security Agreement</u>"), dated as of July 27, 2023, by PBM Graphics, Inc., Consolidated Graphics, Inc. and R.R. Donnelley & Sons Company (individually, a "<u>Pledgor</u>", and, collectively, the "<u>Pledgors</u>"), in favor of U.S. Bank Trust Company, National Association, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the "<u>Notes Collateral Agent</u>").

WITNESSETH:

WHEREAS, the Pledgors are party to a Notes Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July 27, 2023, made by R. R. DONNELLEY & SONS COMPANY, a Delaware corporation (the "Issuer"), the Guarantors party thereto in favor of the Notes Collateral Agents 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 Notes Collateral Agents, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Notes Collateral Agents as follows:

SECTION 1. <u>Defined Terms</u>. 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, "<u>Trademarks</u>" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), 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.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. Each Pledgor hereby pledges and grants to the Notes Collateral Agents 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 "<u>Trademark Collateral</u>"):

- (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 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 Notes Collateral Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agents 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 Notes Collateral Agents shall otherwise determine.
- SECTION 4. <u>Termination</u>. Upon the payment in full of the Obligations and termination of the Security Agreement, this Trademark Security Agreement shall terminate, and the Notes Collateral Agents 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. <u>Intercreditor Agreement Govern.</u> Notwithstanding anything herein to the contrary, the lien and security interest granted to the Notes Collateral Agents pursuant to this Trademark Security Agreement and the exercise of any right or remedy in respect of the Trademark Collateral by the Controlling Notes Collateral Agent (or any Secured Party under the Indentures) hereunder are subject to the provisions of the Junior Lien Intercreditor Agreement and in the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and this Trademark Security Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern and control with respect to the exercise of any such right or remedy.
- SECTION 6. <u>Counterparts</u>. 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. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties represents and warrants to the other parties that it has the corporate or other capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.
- 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: Andrew B. Coxhead

Title: Executive Vice President, Chief

Financial Officer

CONSOLIDATED GRAPHICS, INC.

By:

Name: Andrew B. Coxhead

Title: Authorized Signatory

PBM GRAPHICS, INC.

By:

Name: Andrew B. Coxhead

Title: Authorized Signatory

Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as 2027 Notes Collateral Agent

By:

Name: Joshua A. Hahn Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as 2028 Notes Collateral Agent

By:

Name: Joshua A. Hahn Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	APPLICATION NUMBER	TRADEMARK
PBM Graphics, Inc.	3385119	PBM PBM GRAPHICS INC
PBM Graphics, Inc.	4079739	PBM
Consolidated Graphics, Inc.	2535668	CONSOLIDATEDGRAPHICS
Consolidated Graphics, Inc.	4927694	WORKSMART SUITE
Consolidated Graphics, Inc.	4700019	CDS
R.R. Donnelley & Sons Company	2842428	R.R. DONNELLEY
R.R. Donnelley & Sons Company	5592003 (86/845659) Supplemental Register	DONNELLEY FINANCIAL SOLUTIONS
R.R. Donnelley & Sons Company	1998434	Design Only
R.R. Donnelley & Sons Company	4677282	RRDIGITAL
R.R. Donnelley & Sons Company	5851845 (86/857759) ITU	RRD
R.R. Donnelley & Sons Company	(87/327096) ITU	RRD
R.R. Donnelley & Sons Company	(85/957068) 4706196	RRD
R.R. Donnelley & Sons Company	2201766	SECURESCAN
R.R. Donnelley & Sons Company	4396140	SECURESCAN AGGREGATE
R.R. Donnelley & Sons Company	2932858	MEDIACOMPASS
R.R. Donnelley & Sons Company	4603255	UP2ME
R.R. Donnelley & Sons Company	3331420	PDFDIRECT
R.R. Donnelley & Sons Company	1759790	CLEANTAC
R.R. Donnelley & Sons Company	1879213	CONSERVATOR
R.R. Donnelley & Sons Company	1490134	LASERMATE

US-DOCS\143790578.4

R.R. Donnelley & Sons Company	3757560	LOGOLINE
R.R. Donnelley & Sons Company	4056703	MICROSECUR
R.R. Donnelley & Sons Company	3531807	PIRX
R.R. Donnelley & Sons Company	4886649	PIRX
R.R. Donnelley & Sons Company	1621200	SAFETYBLOC
R.R. Donnelley & Sons Company	4072043	SECLIPSE
R.R. Donnelley & Sons Company	3430666	SECURITYMARK
R.R. Donnelley & Sons Company	3774091	UNIARROW
R.R. Donnelley & Sons Company	1711639	UNIFLAG
R.R. Donnelley & Sons Company	1732953	UNIMARK
R.R. Donnelley & Sons Company	1211518	LETR-TRIM
R.R. Donnelley & Sons Company	2742638	UNISHIELD
R.R. Donnelley & Sons Company	3756803	TAMPER-PRUF
R.R. Donnelley & Sons Company	3931872	SHELFWRITE SOLUTIONS
R.R. Donnelley & Sons Company	3151803	DATASELECT
R.R. Donnelley & Sons Company	3909495	MESSAGEDOCS
R.R. Donnelley & Sons Company	2186517	WEB-TO-ONE
R.R. Donnelley & Sons Company	4547803	CUSTOMBUY
R.R. Donnelley & Sons Company	3231665	CUSTOMPOINT
R.R. Donnelley & Sons Company	2490708	NIMBLEFISH
R.R. Donnelley & Sons Company	2686035	STUDIO W26
R.R. Donnelley & Sons Company	2874871	SHARESTREAM
R.R. Donnelley & Sons Company	2877558	STUDIOSTREAM
R.R. Donnelley & Sons Company	3496771	DIGIMAG
R.R. Donnelley & Sons Company	2607858	MARKETREADY
R.R. Donnelley & Sons Company	2494335	PURL
R.R. Donnelley & Sons Company	(87/911984)	SUPERDOC
R.R. Donnelley & Sons Company	2235252	DOCUMENT PATHWAYS
Consolidated Graphics, Inc.	2562963	CONSOLIDATED GRAPHICS

US-DOCS\143790578.4

TRADEMARK

REEL: 008152 FRAME: 0559

R. R. Donnelley & Sons Company	6275594	UAL UNITED AD LABEL & Design UM UNITED AD LABEL
R. R. Donnelley & Sons Company	6269970	UNITED AD LABEL
R. R. Donnelley & Sons Company	(90605946)	RRD GO CREATIVE
R. R. Donnelley & Sons Company	6580799	MESSAGEDOCS
R. R. Donnelley & Sons Company	97252633	RRD (Circle logo)

US-DOCS\143790578.4

RECORDED: 08/01/2023