

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NECI, LLC		08/21/2017	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LSC Communications US, LLC		
<b>Street Address:</b>	191 North Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3030431	NECI	
<b>Registration Number:</b>	4688538	TRANSFILE	
<b>Registration Number:</b>	1132181	GUSSCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	67953-10310		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	08/31/2017		
<b>Total Attachments: 20</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of August 21, 2017, is made by NECI, LLC, a Massachusetts limited liability company (“Seller”), in favor of LSC Communications US, LLC, a Delaware limited liability company (“Buyer”), the purchaser of substantially all of the assets, properties and businesses of Seller pursuant to the Asset Purchase Agreement, by and among Buyer, Seller and each of the direct and indirect equityholders of Seller, dated as of the date hereof (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer all of the assets and properties of Seller including, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following (the “Assigned IP”):
  - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (b) the copyright registrations and applications for registration set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “Copyrights”);
  - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (d) 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
  - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.
2. Further Actions. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

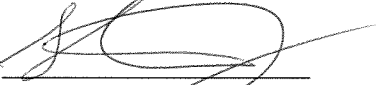
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws (as opposed to the conflict of law provisions) of the Commonwealth of Massachusetts, without giving effect to choice of law principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

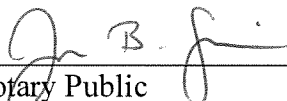
NECI, LLC

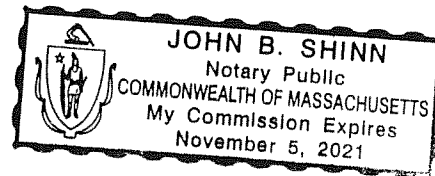
By:   
Name: Stephen J. McCoy  
Title: Manager

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss

On this 21<sup>st</sup> day of August 2017, before me, the undersigned Notary Public, personally appeared the above-named Stephen J. McCoy, proved to me through satisfactory evidence of identification, being (check whichever applies): [] driver's license or other state or federal governmental document bearing a photographic image, [] oath or affirmation of a credible witness known to me who knows the above signatory, or [] my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him, as his free act and deed, voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

## Trademarks

### 1) **NECI**

Registration No. 3030431

Registration Date: December 31, 2005

Registered Owner: NECI, LLC

Seller and Custom Manufacturing Industries, LLC, a Delaware limited liability company (“CMI”), entered into an agreement of merger on May 17, 2011, whereby Seller was the surviving limited liability company and was assigned all rights, title and interest in and to the trademark registration for **NECI**. Seller has no obligations to CMI. See attached the Trademark Assignment filed with the United States Patent and Trademark Office (“USPTO”) and a true and accurate copy of the Certificate of Registration.

### 2) **TRANSFILE**

Registration No. 4688538

Registration Date: February 17, 2015

Registered Owner: NECI, LLC

See attached a true and accurate copy of the Certificate of Registration.

### 3) **GUSSCO**

Registration No. 1132181

Registration Date: April 1, 1980

Registered Owner: NECI, LLC

Seller acquired and was assigned all rights, title and interest in and to the trademark registration for **GUSSCO** from a certain bankruptcy sale of Gussco Manufacturing, LLC, a New York limited liability company (“Gussco”), on April 8, 2014. Seller has no obligations to Gussco. See attached the Trademark Assignment filed with the USPTO and a true and accurate copy of the Certificate of Registration.

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	05/17/2011		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Custom Manufacturing Industries, LLC		05/17/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NECI, LLC		
<b>Street Address:</b>	530 Turnpike Street		
<b>City:</b>	Canton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02021-2725		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3030431	NECI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231872		
<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>	978-887-3405		
<b>Email:</b>	smartin@altmartlaw.com		
<b>Correspondent Name:</b>	Steven K. Martin		
<b>Address Line 1:</b>	6 Beacon Street, Suite 600		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02108		
<b>ATTORNEY DOCKET NUMBER:</b>	NECIL40591		
<b>NAME OF SUBMITTER:</b>	Steven K. Martin		
<b>SIGNATURE:</b>	/Steven K Martin/		
<b>DATE SIGNED:</b>	03/24/2015		
<b>Total Attachments: 4</b>			
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**CERTIFICATE OF MERGER**

between

**CUSTOM MANUFACTURING INDUSTRIES, LLC**  
(A Delaware limited liability company)

and

**NECI, LLC**  
(A Massachusetts limited liability company)

**FILED**

MAY 17 2011

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

1. The federal identification number of the limited liability company merging out of existence and the surviving limited liability company are as follows:

<u>NAME</u>	<u>FEDERAL ID NUMBER</u>
(M) Custom Manufacturing Industries, LLC	04-3418268 4-26-2001
(S) NECI, LLC	001053001 04-3418268 5-13-2011

NECI, LLC is the limited liability company surviving the merger.

2. The name and office location of each of the foreign limited liability company and the domestic limited liability company that are to merge are as follows:

Custom Manufacturing Industries, LLC  
530 Turnpike Street  
Canton, Massachusetts 02021-2725

NECI, LLC  
530 Turnpike Street  
Canton, Massachusetts 02021-2725

3. The date and jurisdiction of formation or organization of each limited liability company involved in the merger are as follows:

- (a) Custom Manufacturing Industries, LLC is a Delaware limited liability company formed on May 8, 1998.
- (b) NECI, LLC is a Massachusetts limited liability company formed on May 13, 2011.

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4. The merger has been duly adopted by each limited liability company in accordance with the law under which it is organized or formed and in accordance with the provisions of such limited liability company's operating agreement.

5. The merger is to be effective upon the filing of this Certificate of Merger.

6. The Agreement of Merger between Custom Manufacturing Industries, LLC and NECI, LLC will be kept on file at the office of, NECI, LLC, as the limited liability company surviving the merger. The address thereof is 530 Turnpike Street, Canton, Massachusetts 02021-2725.

7. A copy of the Agreement of Merger will be furnished by NECI, LLC, as the surviving limited liability company, on request and without cost to any member of either limited liability company involved in the merger.

8. NECI, LLC, as the limited liability company surviving the merger, hereby agrees that, if it does not continuously maintain an agent for service of process in the Commonwealth of Massachusetts, it hereby irrevocably appoints the Secretary of the Commonwealth and his or her successor in office to be the true and lawful attorney of NECI, LLC upon whom all lawful process in any action, suit, or proceeding in the Commonwealth of Massachusetts may be served in the manner set forth in M.G.L. Chapter 156D, §15.10.

9. The name and business address of each manager of NECI, LLC, the limited liability company surviving the merger, are as follows:

Stephen J. McCoy  
530 Turnpike Street  
Canton, Massachusetts 02021-2725

Paul Bittrich  
530 Turnpike Street  
Canton, Massachusetts 02021-2725

10. Each manager of NECI, LLC and Ira J. Deitsch, c/o Posternak Blankstein & Lund LLP, The Prudential Tower, 33<sup>rd</sup> Floor, 800 Boylston Street, Boston, Massachusetts 02199-8004, are, and each of them acting alone is, authorized to execute any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.

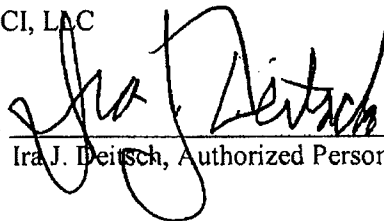
11. Each manager of NECI, LLC, the limited liability company surviving the merger, acting alone, is authorized to execute, acknowledge, deliver, and record any recordable instrument on behalf of the limited liability company purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.

12. There is no amendment to the Certificate of Organization of NECI, LLC, the surviving limited liability company, to be effected pursuant to the Agreement of Merger.

This Certificate of Merger between NECI, LLC and Custom Manufacturing Industries, LLC has been executed on the 17<sup>th</sup> day of May, 2011. By such execution the undersigned authorized person of NECI, LLC hereby affirms, under the penalties of perjury in the third degree, that, to the best of his knowledge and belief, the facts stated herein are true.

NECI, LLC

By:



Ira J. Deitch, Authorized Person

Check #

The Commonwealth of Massachusetts  
Limited Liability Company  
(General Laws, Chapter 156C)

SECRETARY  
COMMON  
2011 MAY 17 PM 1:33  
CORPORATION  
DIVISION

Filed this 17th day of **MAY 2011**

**FILED 1144041**

MAY 17 2011

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

*William Francis Galvin*

**WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

Karen Perrin  
Ch Postman  
Sec Beyron Sr  
Beyron L  
Phone \_\_\_\_\_

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

Reg. No. 3,030,431

United States Patent and Trademark Office

Registered Dec. 13, 2005

TRADEMARK  
PRINCIPAL REGISTER

NECI

CUSTOM MANUFACTURING INDUSTRIES LLC  
(DELAWARE LTD LIAB CO)  
91 WALES AVENUE  
AVON, MA 02322

FOR: STATIONERY PRODUCTS, NAMELY, FILE FOLDERS, EXPANSION FILE FOLDERS, SHELF FOLDERS, PRINTED FOLDERS, CLASSIFICATION FOLDERS, PRESSBOARD FOLDERS, FASTENER FOLDERS, HANGING FOLDERS, COLOR-CODED FOLDERS, FILE POCKETS, SLASH POCKETS, EXPANSION POCKETS, POCKET DIVIDERS, X-RAY JACKETS, INDEX GUIDES, INDEX TABS, RING BOOK INDEXES, RING BINDERS, FILE LABELS,

FOLDER FASTENERS AND CLIPS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 8-15-2005; IN COMMERCE 8-15-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 78-381,767, FILED 3-10-2004.

TRACY FLETCHER, EXAMINING ATTORNEY

**United States of America**  
United States Patent and Trademark Office

# TRANSFILE

**Reg. No. 4,688,538**

NECI, LLC (MASSACHUSETTS LIMITED LIABILITY COMPANY)  
530 TURNPIKE STREET  
CANTON, MA 02021

**Registered Feb. 17, 2015**

**Int. Cl.: 16**

FOR: CARDBOARD BOXES FOR FILE STORAGE, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

**TRADEMARK**

FIRST USE 7-15-1932; IN COMMERCE 7-15-1932.

**PRINCIPAL REGISTER**

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-333,243, FILED 7-10-2014.

HOWARD SMIGA, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

**TRADEMARK**  
**REEL: 006144 FRAME: 0433**

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303901

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gussco Manufacturing, LLC		04/08/2014	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NECI, LLC		
<b>Street Address:</b>	530 Turnpike Street		
<b>City:</b>	Canton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02021		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1132181	GUSSCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6177224999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6179736100		
<b>Email:</b>	jlynch@pbl.com, trademarks@pbl.com		
<b>Correspondent Name:</b>	Jennifer Lynch		
<b>Address Line 1:</b>	800 Boylston Street		
<b>Address Line 2:</b>	Posternak Blankstein & Lund LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	NECI		
<b>NAME OF SUBMITTER:</b>	Jennifer Lynch on behalf of Gary Smith		
<b>SIGNATURE:</b>	/Jennifer Lynch/		
<b>DATE SIGNED:</b>	05/08/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK ASSIGNMENT IN UNITED STATES

Gussco Manufacturing, LLC, a New York limited liability Company, formerly known as Gussco Sub LLC, ("Assignor"), has used, is using and is the owner of the mark associated with the Federal Registration identified below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to NECI, LLC, a Massachusetts limited liability company ("NECF"), ("Assignee"), its entire right, title and interest in and to the trademark registration identified below and the trademark that is the subject thereof, including the goodwill of the business connected with the use of, and symbolized by, said mark:

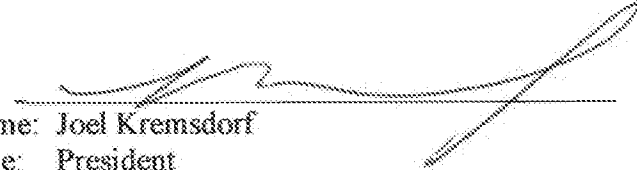
<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GUSSCO	1132181	April 1, 1980

Assignor further agrees, for itself and its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this assignment.

*{Signature page follows}*

Witness the execution hereof, under seal, this 8 day of April, 2014.

**Gussco Manufacturing, LLC,**  
as Assignor

By:   
Name: Joel Kremsdorf  
Title: President

**NECI, LLC,**  
as Assignee

By: \_\_\_\_\_  
Name: Paul Bittrich  
Title: Manager

Witness the execution hereof, under seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Gussco Manufacturing, LLC,**  
as Assignor

By: \_\_\_\_\_  
Name: Joel Krensdorf  
Title: President

**NECI, LLC,**  
as Assignee

By:  \_\_\_\_\_  
Name: Paul Bittrich  
Title: Manager

**Int. Cl.: 16**

**U.S. Cls.: 32 and 37**

**Reg. No. 1,132,181**

**U.S. Patent and Trademark Office**

**Reg. Apr. 1, 1980**

**TRADEMARK**

**Principal Register**

**GUSSCO**

Gussco Manufacturing, Inc. (New York corporation)  
5112 Second Ave.  
Brooklyn, N.Y. 11211

For: Paper Index Cards, Paper and Plastic Guides Used to Separate Portions of Files and Index Cards by Alphabetical Order, by Month, by Days, by Dates or by Other Topical References, Blank Guide Cards, Paper and Plastic File Folders, File Folder Labels, Metal Frame Hangers for Hanging File Folders, Metal Trays for Hanging File Folders, Metal Paper Fasteners and File Storage Cases—in Class 16. (U.S. Cls. 32 and 37).

First use 1934; in commerce 1934.

Ser. No. 170,466. Filed May 15, 1978.

HENRY ZAK, Examiner

**SCHEDULE 2**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

Copyrights

- 1) **necifiling.com** (Seller's website)  
Registered Owner: None (first published in 2008)  
Jurisdiction of Issuance/Registration: None  
Expiration Date: 2103 (95 years after first publication)