

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM597704

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RISE INTERACTIVE MEDIA & ANALYTICS, LLC		09/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5654605	INTERACTIVE INVESTMENT MANAGEMENT	
<b>Registration Number:</b>	5620166	BETTER INSIGHTS FASTER	
<b>Registration Number:</b>	5426439	X	
<b>Registration Number:</b>	5420161	PROGRAMMATIC PRINT	
<b>Registration Number:</b>	5372556	RISE	
<b>Registration Number:</b>	5215501	INTERACTIVE INVESTMENT MANAGER	
<b>Registration Number:</b>	5198434	PIONEERING A BETTER WAY	
<b>Registration Number:</b>	5127566	RISE INTERACTIVE	
<b>Registration Number:</b>	5251677	CONNEX	
<b>Registration Number:</b>	5246935	CONNEX	
<b>Registration Number:</b>	5237591	CONTEXT X CONNECTIONS	
<b>Registration Number:</b>	4915735	INTERACTIVE INVESTMENT MANAGEMENT	
<b>Registration Number:</b>	5030074	IIM	
<b>Registration Number:</b>	4950306	MARKETING INTELLIGENCE DATA PERSONALIZAT	
<b>Registration Number:</b>	4990625	INTERNET MARKETING LEADERSHIP SERIES	
<b>Registration Number:</b>	4908345	IMLS	
<b>Registration Number:</b>	4990624	INTERNET MARKETING LEADERSHIP SERIES STR	
<b>Registration Number:</b>	4788942	RISE INTERACTIVE	
<b>Registration Number:</b>	4788941	RISE INTERACTIVE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4784727	
<b>CORRESPONDENCE DATA</b>		
Fax Number:	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>		
Phone:	214-981-3483	
Email:	dclark@sidley.com	
Correspondent Name:	Dusan Clark, Esq.	
Address Line 1:	Sidley Austin LLP	
Address Line 2:	2021 McKinney Ave., Suite 2000	
Address Line 4:	Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	36084-37010	
NAME OF SUBMITTER:	Dusan Clark	
SIGNATURE:	/Dusan Clark/	
DATE SIGNED:	09/15/2020	
<b>Total Attachments: 5</b>		
source=Rise IP Security Interest Grant Confirmations - signed#page5.tif		
source=Rise IP Security Interest Grant Confirmations - signed#page6.tif		
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source=Rise IP Security Interest Grant Confirmations - signed#page9.tif		

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of Sep 10, 2020 by and from RISE INTERACTIVE MEDIA & ANALYTICS, LLC, a limited liability company organized under the laws of the State of Delaware (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, "Grantee"), for the benefit of the Holders of Secured Obligations under the Credit Agreement described below.

WHEREAS, Quad/Graphics, Inc. (the "Borrower"), the Lenders party thereto, and Grantee have entered into the Second Amended and Restated Credit Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor has entered into the Second Amended and Restated Pledge and Security Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among the Borrower, the Grantor, certain other Subsidiaries of the Borrower and the Grantee;

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the Guaranteed Obligations (both as defined in the Pledge and Security Agreement). Upon the indefeasible payment of all the Secured Obligations and Guaranteed Obligations in cash (other than Unliquidated Obligations), the termination or expiration of the Commitments and all Letters of Credit (or, in the case of all Letters of Credit, that the Letters of Credit have been fully collateralized (by cash or letter of credit) on terms reasonably satisfactory to the Grantee) and no commitments of the Grantee or the Holders of Secured Obligations which would give rise to any Secured Obligations or Guaranteed

Obligations are outstanding, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

RISE INTERACTIVE MEDIA & ANALYTICS,  
LLC

By:   
Larry Fisher (Sep 10, 2020 13:05 CDT)

Name: Larry Fisher

Title: CEO

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS**

United States Trademarks:

<b>No.</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Mark</b>
1	87927793	5654605	INTERACTIVE INVESTMENT MANAGEMENT
2	87600718	5620166	BETTER INSIGHTS FASTER
3	87505897	5426439	X
4	87420440	5420161	PROGRAMMATIC PRINT
5	87025938	5372556	RISE
6	87058395	5215501	INTERACTIVE INVESTMENT MANAGER
7	87058385	5198434	PIONEERING A BETTER WAY
8	87047759	5127566	RISE INTERACTIVE
9	86703679	5251677	CONNEX
10	86703689	5246935	CONNEX
11	86703687	5237591	CONTEXT X CONNECTIONS
12	86717915	4915735	INTERACTIVE INVESTMENT MANAGEMENT
13	86717910	5030074	IIM
14	86717907	4950306	MARKETING INTELLIGENCE DATA PERSONALIZATION SEO PAID SEARCH DISPLAY COMPARISON SHOPPING AFFILIATE SOCIAL MEDIA EMAIL

No.	App. No.	Reg. No.	Mark
15	86703674	4990625	INTERNET MARKETING LEADERSHIP SERIES
16	86703660	4908345	IMLS
17	86703657	4990624	INTERNET MARKETING LEADERSHIP SERIES STRATEGY MEDIA ANALYTICS
18	86414174	4788942	RISE INTERACTIVE
19	86414159	4788941	RISE INTERACTIVE
20	86414153	4784727	[Burst design]