

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LSC Communications US, LLC		12/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LSC Communications LLC		
Doing Business As:	ACR III Libra Holdings LLC		
Street Address:	4101 Winfield Road		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3217413	THE LAKESIDE CLASSICS	
Registration Number:	1996347		
Serial Number:	87250564	LSC	
Serial Number:	86893255	LSC COMMUNICATIONS	
Serial Number:	90004546	LAKESIDE BOOK MERCHANT	
CORRESPONDENCE DATA			
Fax Number:	3129774400		
<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:	3129774400		
Email:	ljewett@nixonpeabody.com		
Correspondent Name:	Janet M. Garetto with Nixon Peabody LLP		
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:	01/26/2021		

CH \$140.00 3217413

Total Attachments: 9

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Exhibit C**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“Trademark Assignment Agreement”) 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, Courier Publishing, Inc., National Publishing Company, and Print LSC Communications, S. De R.L. De C.V (collectively, the “Assignor”), and LSC Communications LLC, a Delaware limited liability company (the “Assignee”) (Assignee and Assignor each, a “Party” and collectively, the “Parties”).

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. Definitions. 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.

2. Assignment. Assignor does hereby irrevocably sell, assign, transfer, convey, and 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. Governing Law. 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. Power of Attorney. 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. No Conflict. 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. No Modifications. This Trademark Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

7. Successors and Assigns. This Trademark Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

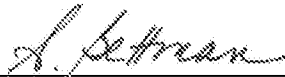
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

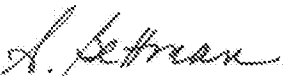
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignor:

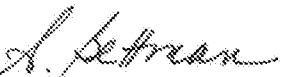
LSC COMMUNICATIONS, INC.

By: 
Name: Suzanne Bettman
Title: Secretary

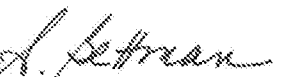
LSC COMMUNICATIONS US, LLC

By: 
Name: Suzanne Bettman
Title: Secretary

COURIER PUBLISHING, INC.

By: 
Name: Suzanne Bettman
Title: Secretary

NATIONAL PUBLISHING COMPANY

By: 
Name: Suzanne Bettman
Title: Secretary

PRINT LSC COMMUNICATIONS, S. DE
R.L. DE C.V

By: _____
Name: Constance Folch Dassonville
Title: Director & General Manager

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

Assignor:

LSC COMMUNICATIONS, INC.

By: _____
Name: Suzanne Bettman
Title: Secretary

LSC COMMUNICATIONS US LLC

By: _____
Name: Suzanne Bettman
Title: Secretary

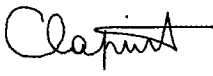
COURIER PUBLISHING, INC.

By: _____
Name: Suzanne Bettman
Title: Secretary

NATIONAL PUBLISHING COMPANY

By: _____
Name: Suzanne Bettman
Title: Secretary

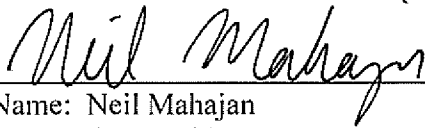
PRINT LSC COMMUNICATIONS, S. DE
R.L. DE C.V

By:  _____
Name: Constance Folch Dasonville
Title: Director & General Manager

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

Assignee:

**ACR III LIBRA HOLDINGS LLC (n/k/a LSC
Communications LLC)**

By: 
Name: Neil Mahajan
Title: Vice President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A**TRADEMARKS**

1. Courier Publishing, Inc.

Mark	Reg. No.	Reg. Date	Jurisdiction
GREEN EDITION	3586153	3/10/2009	United States - (US)

2. National Publishing Company

Mark	Reg. No.	Reg. Date	Jurisdiction
THE NATIONAL LOCKSMITH	1102694	9/19/1978	United States - (US)

3. Print LSC Communications, S. De R.L. De C.V.

Mark	Reg. No.	Reg. Date	Jurisdiction
EPEL	1217612	5/18/2011	Mexico
EPEL	1219480	5/27/2011	Mexico

4. LSC Communications US, LLC

Mark	App. No.	Reg. No.	Reg. Date	Business	Jurisdiction
LSC COMMUNICATIONS		17474	12/28/2016	Corp	Albania
LSC COMMUNICATIONS		61376	8/23/2017	Corp	Belarus
PENDAFLEX		55176 C	8/27/1993		Bolivia
LSC COMMUNICATIONS		BAZ1619248	10/11/2017	Corp	Bosnia and Herzegovina
LSC COMMUNICATIONS		TMA1030683	6/24/2019	Corp	Canada
BIRD DESIGN		TMA1057991	10/8/2019		Canada
GLOBE-WEIS		TMA372849	8/31/1990		Canada
COLUMBIAN & DESIGN		TMA633805	2/25/2005		Canada
COLUMBIAN		TMA634007	3/1/2005		Canada
COLUMBIAN		TMA625868	5/18/2004		Canada
LSC LOGO	1811908		11/30/2016	Corp	Canada
PENDAFLEX		1241790	3/31/2017		Chile
LKSD		21377041	11/14/2017	Corp	China P.R.

LKSD		21377040	11/14/2017	Corp	China P.R.
LKSD		21377039	11/14/2017	Corp	China P.R.
LKSD		21377038	11/14/2017	Corp	China P.R.
LKSD		21377037	11/21/2017	Corp	China P.R.
LKSD		21377036	11/14/2017	Corp	China P.R.
LKSD		21377035	11/21/2017	Corp	China P.R.
LKSD		21377034	11/21/2017	Corp	China P.R.
LSC LOGO		16126691	8/29/2017	Corp	Community Trademark (European Union)
LSC COMMUNICATIONS		15074073	8/2/2016	Corp	Community Trademark (European Union)
LKSD		15844988	4/18/2017	Corp	Community Trademark (European Union)
PENDAFLEX		VR 1977 003778	11/4/1977		Denmark
LSC COMMUNICATIONS		M 28322	3/27/2017	Corp	Georgia
LKSD		3186165	4/7/2017	Corp	Great Britain
PENDAFLEX		1605547	8/21/2014		Italy
LSC COMMUNICATIONS		20484	4/25/2017	Corp	Kosovo
LSC COMMUNICATIONS		2016052370	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052369	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052368	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052367	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052366	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052365	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052364	2/15/2016	Corp	Malaysia
LSC COMMUNICATIONS		2016052363	2/15/2016	Corp	Malaysia
LSC LOGO		1,813,072	10/23/2017	Corp	Mexico
LSC LOGO		1,809,116	10/13/2017	Corp	Mexico
LSC LOGO		1,813,073	10/23/2017	Corp	Mexico
LSC LOGO		1,813,074	10/23/2017	Corp	Mexico
LSC LOGO		1813075	10/23/2017	Corp	Mexico

LSC LOGO		1823518	11/24/2017	Corp	Mexico
LSC LOGO		1817223	11/7/2017	Corp	Mexico
LSC LOGO		1,807,094	10/10/2017	Corp	Mexico
LSC COMMUNICATIONS		1650845	7/4/2016	Corp	Mexico
LSC COMMUNICATIONS		1645195	6/10/2016	Corp	Mexico
LSC COMMUNICATIONS		1798908	9/18/2017	Corp	Mexico
LSC COMMUNICATIONS		1642948	6/3/2016	Corp	Mexico
LSC COMMUNICATIONS		1645196	6/10/2016	Corp	Mexico
LSC COMMUNICATIONS		1693565	11/11/2016	Corp	Mexico
LSC COMMUNICATIONS		1793010	8/30/2017	Corp	Mexico
LSC COMMUNICATIONS		1793012	8/30/2017	Corp	Mexico
LKSD		1719937	2/13/2017	Corp	Mexico
LKSD		1793017	8/30/2017	Corp	Mexico
LKSD		1795577	9/8/2017	Corp	Mexico
LKSD		1714424	1/24/2017	Corp	Mexico
LKSD		1840556	2/1/2018	Corp	Mexico
LKSD		1793018	8/30/2017	Corp	Mexico
GRIP-SEAL		809109	10/10/2003		Mexico
AMPAD QUICKFLIP		1275817	3/27/2012		Mexico
AMPAD DOUBLE SEAL		1350912	2/26/2013		Mexico
"AMPAD SINCE 1888 AMERICA'S FIRST AMERICA'S FINEST"		1531683	4/22/2015		Mexico
OMNI-DEX		788881	8/7/2002		Mexico
LSC COMMUNICATIONS		29934	7/21/2017	Corp	Moldova
LSC COMMUNICATIONS		173172	10/2/2016	Corp	Morocco
LSC COMMUNICATIONS	FTMO201672643		2/4/2016	Corp	Nigeria
LSC COMMUNICATIONS		288836	9/15/2016	Corp	Norway
LSC COMMUNICATIONS		71541	11/17/2016	Corp	Republic of Serbia

LSC	2016749112		12/23/2016		Russia
PENDAFLEX		761553 M	4/11/1977		Spain
PENDAFLEX		765079 M	6/6/1978		Spain
LSC COMMUNICATIONS		699309	2/12/2016	Corp	Switzerland
PENDAFLEX		P-368115	3/8/1989		Switzerland
LSC COMMUNICATIONS	201600159				Tunisia
LSC COMMUNICATIONS		227680	6/12/2017	Corp	Ukraine
THE LAKESIDE CLASSICS		3217413	3/13/2007	Corp	United States - (US)
Design Only		1996347	8/27/1996	Corp	United States - (US)
LSC (Stylized)	87250564		11/29/2016	Corp	United States - (US)
LSC COMMUNICATIONS	86893255		2/1/2016	Corp	United States - (US)
LAKESIDE BOOK MERCHANT	90004546		6/16/2020		United States - (US)
PENDAFLEX		823945	2/27/2004		Mexico
PENDAFLEX		824941	3/15/2004		Mexico
PENDAFLEX		824942	3/15/2004		Mexico
LCS		278720 MNA	9/20/1993		Portugal
PENDAFLEX		2003 31212	9/21/2005		Turkey
INDIAN HEAD DESIGN		818053100	9/10/1996	Corp	Brazil
LSC COMMUNICATIONS		54870	2/1/2017	Corp	Kazakstan
LSC COMMUNICATIONS		14299	1/31/2016	Corp	Kyrgyzstan
LSC COMMUNICATIONS		14298	1/31/2017	Corp	Kyrgyzstan