

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620737

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 Book LLC		
Street Address:	4101 Winfield Road		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	5989370	DOVER	
Registration Number:	5620384	HARVEST	
Registration Number:	5053644	REA'S LANGUAGE SERIES MADE NICE & EASY!	
Registration Number:	4999688	DOVER SPARK	
Registration Number:	4986577	AER MARKETPLACE	
Registration Number:	4976150	REA CRASH COURSE	
Registration Number:	4938706	AFFORDABLE EDUCATIONAL RESOURCES	
Registration Number:	4921799	ENGLISH THE AMERICAN WAY	
Registration Number:	4823752	REDI	
Registration Number:	4727289	CRAFTSTASH	
Registration Number:	4582881	DOVER MASTERWORKS	
Registration Number:	4514609	FROM HANDWRITTEN TO HANDHELD	
Registration Number:	4499226	BOOST SERIOUSLY FUN LEARNING	
Registration Number:	4418940	TOUCHED BY GENIUS	
Registration Number:	4416698	ALL ACCESS	
Registration Number:	4407452	TOUCHED BY GENIUS	
Registration Number:	4340044	CREATIVE HAVEN	
Registration Number:	4331467	REA CRASH COURSE	
Registration Number:	4267154	DOVERPICTURA	
TRADEMARK			

CH \$990.00 5989370

Property Type	Number	Word Mark
Registration Number:	4145829	SUPER REVIEW
Registration Number:	3563628	READY, SET, GO!
Registration Number:	3462033	BOOKBROWSE
Registration Number:	3461468	LIBREDIGITAL
Registration Number:	3314594	ONESITE
Registration Number:	2654034	REA TESTBUSTER
Registration Number:	2372330	REA QUICK ACCESS
Registration Number:	2343031	THEY GIVE MAX FACTS FOR QUICK & EASY STU
Registration Number:	2292356	INTERACTIVE FLASHCARDS
Registration Number:	2246194	REA
Registration Number:	2161294	TESTWARE
Registration Number:	1975051	KEYSTONE
Registration Number:	1923606	MAX NOTES
Registration Number:	1744467	DOVER LITTLE ACTIVITY BOOKS
Registration Number:	1706666	DOVER CLIP-ART SERIES
Registration Number:	1704907	DOVER NEEDLEWORK SERIES
Registration Number:	1653651	THE HIGH SCHOOL TUTOR
Registration Number:	1515367	THE ESSENTIALS OF
Registration Number:	1139222	PROBLEM SOLVER
Registration Number:	0866857	DOVER

CORRESPONDENCE DATA

Fax Number: 3129774405

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: 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:	01/16/2021

Total Attachments: 7

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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, Dover Publications, Inc., Courier Communications, LLC, Courier New Media, Inc. (collectively, the “Assignor”), and LSC Communications Book 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.

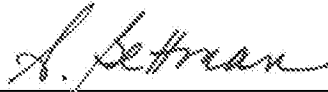
8. Counterparts. This Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

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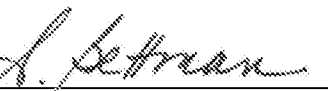
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of the date first written above.

Assignor:

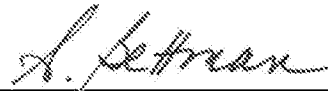
LSC COMMUNICATIONS, INC.

By: 
Name: Suzanne Bettman
Title: Secretary


LSC COMMUNICATIONS US, LLC

By: 
Name: Suzanne Bettman
Title: Secretary

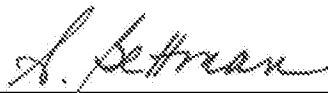
DOVER PUBLICATIONS, INC.

By: 
Name: Suzanne Bettman
Title: Secretary

COURIER COMMUNICATIONS, LLC

By: 
Name: Suzanne Bettman
Title: Secretary

COURIER NEW MEDIA, INC.

By: 
Name: Suzanne Bettman
Title: Secretary

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

Assignee:

LSC COMMUNICATIONS BOOK LLC

By: Neil Mahajan
Name: Neil Mahajan
Title: Vice President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007205 FRAME: 0818**

SCHEDULE A**TRADEMARKS**

1. Dover Publications, Inc.

Mark	Reg. No.	Reg. Date	Business	Jurisdiction
IXIA	5576470	10/2/2018	Book	United States - (US)
IXIA	5414734	2/27/2018	Book	United States - (US)

2. Courier Communications, LLC

Mark	Reg. No.	Reg. Date	Business	Jurisdiction
3-D MAGIC ACTION	4595922	9/2/2014	Book	United States - (US)

3. Courier New Media, Inc.

Mark	App. No.	Reg. Date	Business	Jurisdiction
HIGHCREST MEDIA	MA 72285	2/12/2010	Book	Masachusetts

4. LSC Communications US, LLC

Mark	App. No.	Reg. No.	Reg. Date	Business	Jurisdiction
HARVEST	1896259	TMA1086620	4/27/2018	Book	Canada
HARVEST	30549176		4/27/2018	Book	China P.R.
HARVEST		17892874	4/27/2018	Book	Community Trademark (European Union)
DOVER		5989370	2/18/2020	Book	United States - (US)
HARVEST		5620384	12/4/2018	Book	United States - (US)
REA'S LANGUAGE SERIES MADE NICE & EASY!		5053644	10/4/2016	Book	United States - (US)
DOVER SPARK		4999688	7/12/2016	Book	United States - (US)
AER MARKETPLACE		4986577	6/28/2016	Book	United States - (US)
REA CRASH COURSE		4976150	6/14/2016	Book	United States - (US)
AFFORDABLE EDUCATIONAL RESOURCES		4938706	4/12/2016	Book	United States - (US)
ENGLISH THE AMERICAN WAY		4921799	3/22/2016	Book	United States - (US)

REDI		4823752	9/29/2015	Book	United States - (US)
CRAFTSTASH		4727289	4/28/2015	Book	United States - (US)
DOVER MASTERWORKS		4582881	8/12/2014	Book	United States - (US)
FROM HANDWRITTEN TO HANDHELD		4514609	4/15/2014	Book	United States - (US)
BOOST SERIOUSLY FUN LEARNING		4499226	3/18/2014	Book	United States - (US)
TOUCHED BY GENIUS		4418940	10/15/2013	Book	United States - (US)
ALL ACCESS		4416698	10/15/2013	Book	United States - (US)
TOUCHED BY GENIUS		4407452	9/24/2013	Book	United States - (US)
CREATIVE HAVEN		4340044	5/21/2013	Book	United States - (US)
REA CRASH COURSE		4331467	5/7/2013	Book	United States - (US)
DOVERPICTURA		4267154	1/1/2013	Book	United States - (US)
SUPER REVIEW		4145829	5/22/2012	Book	United States - (US)
READY, SET, GO!		3563628	1/20/2009	Book	United States - (US)
BOOKBROWSE		3462033	7/8/2008	Book	United States - (US)
BookDIGITAL		3461468	7/8/2008	Book	United States - (US)
ONESITE		3314594	10/16/2007	Book	United States - (US)
REA TESTBUSTER		2654034	11/26/2002	Book	United States - (US)
REA QUICK ACCESS		2372330	8/1/2000	Book	United States - (US)
THEY GIVE MAX FACTS FOR QUICK & EASY STUDY/REVIEW and Design		2343031	4/18/2000	Book	United States - (US)
INTERACTIVE FLASHCARDS		2292356	11/16/1999	Book	United States - (US)
REA		2246194	5/18/1999	Book	United States - (US)
TESTWARE		2161294	6/2/1998	Book	United States - (US)
KEYSTONE and Design		1975051	5/21/1996	Book	United States - (US)
MAX NOTES (Stylized)		1923606	10/3/1995	Book	United States - (US)
DOVER LITTLE ACTIVITY BOOKS and Design		1744467	1/5/1993	Book	United States - (US)
DOVER CLIP-ART SERIES and Design		1706666	8/11/1992	Book	United States - (US)

DOVER NEEDLEWORK SERIES and Design		1704907	8/4/1992	Book	United States - (US)
THE HIGH SCHOOL TUTOR		1653651	8/13/1991	Book	United States - (US)
THE ESSENTIALS OF		1515367	12/6/1988	Book	United States - (US)
PROBLEM SOLVER		1139222	9/2/1980	Book	United States - (US)
DOVER		866857	3/18/1969	Book	United States - (US)