

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5189989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT (ABL)	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	R.R. DONNELLEY & SONS COMPANY	10/15/2018
	CONSOLIDATED GRAPHICS, INC.	10/15/2018
	BANTA CORPORATION	10/15/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	20975 SWENSON DRIVE, SUITE 200	
<b>Internal Address:</b>	WI3-500-02-01	
<b>City:</b>	WAUKESHA	
<b>State/Country:</b>	WISCONSIN	
<b>Postal Code:</b>	53186	
<b>PROPERTY NUMBERS Total: 36</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10043022	
Patent Number:	9978292	
Patent Number:	9850031	
Patent Number:	9738419	
Patent Number:	9715840	
Patent Number:	9688058	
Patent Number:	9558681	
Patent Number:	9516369	
Patent Number:	8989560	
Patent Number:	8869698	
Patent Number:	8848011	
Patent Number:	8833662	
Patent Number:	8833257	
Patent Number:	8753026	
Patent Number:	8733248	
Patent Number:	8720768	
Patent Number:	8701978	

PATENT

Property Type	Number
Patent Number:	8579333
Patent Number:	8564808
Patent Number:	8112923
Patent Number:	7059791
Patent Number:	6778988
Application Number:	15340489
Application Number:	15370544
Application Number:	15634974
Application Number:	15786405
Application Number:	15657548
Patent Number:	9701455
Patent Number:	9224074
Patent Number:	9204016
Patent Number:	8376212
Patent Number:	6994899
Patent Number:	6679493
Application Number:	15631247
Patent Number:	6611348
Patent Number:	6477764

#### CORRESPONDENCE DATA

**Fax Number:** (800)914-4240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT CORPORATION

**Address Line 1:** 4400 EASTON COMMONS WAY

**Address Line 2:** SUITE 125

**Address Line 4:** COLUMBUS, OHIO 43219

<b>NAME OF SUBMITTER:</b>	DORIS KA
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	10/16/2018

#### Total Attachments: 7

source=07. RRD - ABL Patent Security Agreement (Executed)#page1.tif  
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

1. R.R. Donnelley & Sons Company
2. Consolidated Graphics, Inc.
3. Banta Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) October 15, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name.  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other Security Agreement (ABL)

**2. Name and address of receiving party(ies)**

Name: Bank of America, N.A., as Administrative Agent

Internal Address: WI3-500-02-01

Street Address: 20975 Swenson Drive, Suite 200

City: Waukesha

State: WI

Country: USA Zip: 53186

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

see attached Schedule I

B. Patent No.(s)

see attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08061.1401 (ABL)

Email Address: dka@cahill.com

**6. Total number of applications and patents involved: 36**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number                                 

Authorized User Name                                 

**9. Signature:**

  
Signature

October 15, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## Patent Security Agreement

**Patent Security Agreement** (this "Patent Security Agreement"), dated as of October 15, 2018, by R.R. DONNELLEY & SONS COMPANY, BANTA CORPORATION and CONSOLIDATED GRAPHICS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Second Amended and Restated Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of October 15, 2018, made by R. R. DONNELLEY & SONS COMPANY, a Delaware corporation (the "Borrower"), the Guarantors party thereto in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. 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 Patent Security Agreement, "Patents" shall mean, collectively, all patents and all patent applications (whether issued, allowed, pending or recorded in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to any such patents or patent applications, (ii) inventions, discoveries, designs and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent 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 "Patent Collateral");

- (a) all Patents 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 Patent Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, this Patent Security Agreement shall terminate, and the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the lien and security interest in the Patent Collateral granted under this Patent Security Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy in respect of the Patent Collateral by the Administrative Agent (or any Secured Party) hereunder are subject to the provisions of the Intercreditor Agreement and in the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control with respect to the exercise of any such right or remedy.

SECTION 6. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent 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]



Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:

A handwritten signature in dark ink, appearing to read 'Philip Nomura', is written over a horizontal line.

Name: Philip Nomura

Title: Senior Vice President

[Signature Page to Patent Security Agreement]



**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Patent No. (Appl. No.)</b>	<b>Registered Owner</b>
Systems and methods for digital content delivery	10043022	R.R. Donnelley & Sons Company
Self-Erectable Displays And Methods Of Making Such Self-Erectable Displays	9978292	R.R. Donnelley & Sons Company
Simulated Commercial Envelopes And Methods Of Making The Same	9850031	R.R. Donnelley & Sons Company
Point Of Sale Envelopes And Methods Of Manufacturing The Same	9738419	R.R. Donnelley & Sons Company
Self-Erectable Display And Automatic Locking Mechanism For A Self-Erectable Display	9715840	R.R. Donnelley & Sons Company
Methods And Apparatus For Supporting Radio Frequency Identification Tags	9688058	R.R. Donnelley & Sons Company
Labels And Methods Of Producing The Same	9558681	R.R. Donnelley & Sons Company
Systems And Methods For Variable Video Production, Distribution And Presentation	9516369	R.R. Donnelley & Sons Company
Systems And Methods For Variable Video Production, Distribution And Presentation	8989560	R.R. Donnelley & Sons Company
Method And Apparatus For Transferring A Principal Substance	8869698	R.R. Donnelley & Sons Company
Apparatus And Method For Disposing An Inkjet Cartridge In A Mount	8848011	R.R. Donnelley & Sons, Inc. <sup>1</sup>
Sealed Cards And Methods Of Producing The Same	8833662	R.R. Donnelley & Sons Company
Systems And Methods For High Speed Variable Printing	8833257	R.R. Donnelley & Sons Company
Use Of A Sense Mark To Control A Printing System	8753026	R.R. Donnelley & Sons Company
Method And Apparatus For Transferring A Principal Substance And Printing System	8733248	R.R. Donnelley & Sons Company
Multi-Ply Mailer With Multiple Detachable Elements	8720768	R.R. Donnelley & Sons Company
Two Way Electronic Media Mailer	8701978	R.R. Donnelley & Sons Company
Confidential Postcards	8579333	R.R. Donnelley & Sons <sup>2</sup>
Systems And Methods For Processing Of Variable Documents	8564808	R.R. Donnelley & Sons Company
Method Of And System For Two-Way See-Through Banner And Window Imaging	8112923	R.R. Donnelley & Sons Company
Tape Printer	7059791	R.R. Donnelley & Sons Company
Method And Apparatus For Delivering A Web Page To A Client Device Based On Printed Publications And Publisher Controlled Links	6778988	R.R. Donnelley & Sons Company
Systems And Methods For Variable Video Production, Distribution And Presentation	(15/340489)	R.R. Donnelley & Sons Company
Labels And Methods Of Producing The Same	(15/370544)	R.R. Donnelley & Sons Company

<sup>1</sup> Owned by R.R. Donnelley & Sons Company.

<sup>2</sup> Owned by R.R. Donnelley & Sons Company

<b>Title</b>	<b>Patent No. (Appln. No.)</b>	<b>Registered Owner</b>
Self-Erectable Displays And Methods Of Making Such Self-Erectable Displays	(15/634974)	R.R. Donnelley & Sons Company
Self-Erectable Displays And Methods Of Making Such Self-Erectable Displays	(15/786405)	R.R. Donnelley & Sons Company
Self-Erectable Display And Automatic Locking Mechanism For A Self-Erectable Display	(15/657548)	R.R. Donnelley & Sons Company
Paper Sleeve Package	9701455	Consolidated Graphics, Inc.
System And Method For Tuning Device Link Profiles For Color Printing	9224074	Consolidated Graphics, Inc.
In-Process Color Management System And Method For Digital Color Printing	9204016	Consolidated Graphics, Inc.
Automated Flat Mail Piece	8376212	Consolidated Graphics, Inc.
Curl Resistant Single Substrate Label Sheet And A Method For Making Same	6994899	Consolidated Graphics Incorporated
Folding Puzzle	6679493	Consolidated Graphics Incorporated
Paper Sleeve Package	(15/631247)	Consolidated Graphics, Inc.
System And Method For Communication Over A Tcp/Ip Network With An Appletalk Network For Publishing And Printing Services	6611348	Banta Corporation
Apparatus for Computer Hard Drive Assembly	6477764	Banta Corporation