# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8090473

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
R.R. DONNELLEY & SONS COMPANY	07/27/2023
CONSOLIDATED GRAPHICS, INC.	07/27/2023

## **RECEIVING PARTY DATA**

Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
Street Address:	60 LIVINGSTON AVENUE
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107

## **PROPERTY NUMBERS Total: 104**

Property Type	Number
Patent Number:	9978292
Patent Number:	9850031
Patent Number:	9738419
Patent Number:	9715840
Patent Number:	9516369
Patent Number:	8989560
Patent Number:	8869698
Patent Number:	8833662
Patent Number:	8833257
Patent Number:	8733248
Patent Number:	8720768
Patent Number:	8701978
Patent Number:	8579333
Patent Number:	8112923
Patent Number:	7059791
Patent Number:	10319261
Patent Number:	10223939
Patent Number:	9701455
Patent Number:	9224074
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**PATENT** 

REEL: 064462 FRAME: 0445

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Property Type	Number	
Patent Number:	9204016	
Patent Number:	8376212	
Patent Number:	10336522	
Patent Number:	10741109	
Patent Number:	10342134	
Application Number:	15861092	
Patent Number:	11008478	
Patent Number:	10783806	
Patent Number:	10930181	
Patent Number:	10706747	
Patent Number:	10696461	
Patent Number:	10332063	
Patent Number:	10406563	
Patent Number:	10417440	
Patent Number:	10475357	
Patent Number:	10537920	
Patent Number:	10573202	
Patent Number:	10685588	
Patent Number:	9558681	
Patent Number:	9688058	
Patent Number:	8848011	
Patent Number:	8753026	
Patent Number:	10008138	
Patent Number:	10026056	
Patent Number:	10106710	
Patent Number:	10124597	
Patent Number:	10137691	
Patent Number:	10170020	
Patent Number:	10210779	
Patent Number:	10279605	
Patent Number:	10755605	
Patent Number:	7251234	
Patent Number:	7708861	
Patent Number:	7771010	
Patent Number:	7918530	
Patent Number:	7967407	
Patent Number:	8006969	
Patent Number:	8011300	

Property Type	Number	
Patent Number:	8061270	
Patent Number:	8184304	
Patent Number:	8289538	
Patent Number:	8322047	
Patent Number:	8328349	
Patent Number:	8402891	
Patent Number:	8434860	
Patent Number:	8687947	
Patent Number:	8881651	
Patent Number:	8887633	
Patent Number:	8887634	
Patent Number:	8894198	
Patent Number:	8899151	
Patent Number:	8967044	
Patent Number:	9098903	
Patent Number:	9114654	
Patent Number:	9302500	
Patent Number:	9463643	
Patent Number:	9511561	
Patent Number:	9511893	
Patent Number:	9514432	
Patent Number:	9528033	
Patent Number:	9561672	
Patent Number:	9691303	
Patent Number:	9701120	
Patent Number:	9718997	
Patent Number:	9734734	
Patent Number:	9779640	
Patent Number:	9785881	
Patent Number:	9812038	
Patent Number:	9868869	
Patent Number:	9895720	
Patent Number:	9996788	
Patent Number:	8256194	
Patent Number:	9180674	
Patent Number:	8888208	
Patent Number:	8894191	
Patent Number:	8926060	

Property Type	Number
Patent Number:	9216581
Patent Number:	11673726
Patent Number:	11167900
Patent Number:	D769228
Patent Number:	8136936
Patent Number:	9505253
Patent Number:	11364522
Patent Number:	11227511
Patent Number:	11451754

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 2136207848

**Email:** iprecordations@whitecase.com **Correspondent Name:** JUSTINE LU/WHITE & CASE LLP

**Address Line 1:** 555 SOUTH FLOWER STREET, SUITE 2700

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1155732-0574-S216	
NAME OF SUBMITTER:	JUSTINE LU	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	08/01/2023	

#### **Total Attachments: 10**

source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page1.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page2.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page3.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page4.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page5.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page6.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page7.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page8.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page9.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page9.tif source=RRD (2028 Notes) - Patent Security Agreement [Executed]#page10.tif

#### **Patent Security Agreement**

**Patent Security Agreement** (this "<u>Patent Security Agreement</u>"), dated as of July 27, 2023, by R.R. Donnelley & Sons Company and Consolidated Graphics, Inc. (individually, a "<u>Pledgor</u>", and, collectively, the "<u>Pledgors</u>"), in favor of U.S. Bank Trust Company, National Association, in its capacity as notes collateral agent pursuant to the 2027 Notes Indenture (in such capacity, the "<u>2027 Notes Collateral Agent</u>") and U.S. Bank Trust Company, National Association, in its capacity as notes collateral agent pursuant to the 2028 Notes Indenture (in such capacity, the "<u>2028 Notes Collateral Agent</u>").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Notes Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July 27, 2023, made by R. R. DONNELLEY & SONS COMPANY, a Delaware corporation (the "Issuer"), the Guarantors party thereto in favor of the Notes Collateral Agents 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 Notes Collateral Agents, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Notes Collateral Agents as follows:

SECTION 1. <u>Defined Terms</u>. 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, "<u>Patents</u>" 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. <u>Grant of Security Interest in Patent Collateral</u>. Each Pledgor hereby pledges and grants to the Notes Collateral Agents 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 "<u>Patent Collateral</u>"):
  - (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 Notes Collateral Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agents 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 Notes Collateral Agents shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Obligations and termination of the Security Agreement, this Patent Security Agreement shall terminate, and the Notes Collateral Agents 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. <u>Intercreditor Agreement Govern</u>. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Notes Collateral Agents pursuant to this Patent Security Agreement and the exercise of any right or remedy in respect of the Patent Collateral by the Controlling Notes Collateral Agent (or any Secured Party under the Indentures) hereunder are subject to the provisions of the Junior Lien Intercreditor Agreement and in the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and this Patent Security Agreement, the terms of the Junior Lien 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. Any signature to this Patent Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties represents and warrants to the other parties that it has the corporate or other capacity and authority to execute this Patent Security Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

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]

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IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

R. R. DONNELLEY & SONS COMPANY

By:

Name: Andrew B. Coxhead

Title: Executive Vice President, Chief Financial

Officer

CONSOLIDATED GRAPHICS, INC.

Ву:

Name: Andrew B. Coxhead Title: Authorized Signatory

REEL: 064462 FRAME: 0451

# Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as 2027 Notes Collateral Agent

By:

Name: Joshua A. Hahn Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as 2028 Notes Collateral Agent

By:

Name: Joshua A. Hahn Title: Vice President

REEL: 064462 FRAME: 0452

## **SCHEDULE I**

#### to

# PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

# **Patent Registrations:**

OWNER	REGISTRATION NUMBER	NAME
R.R. Donnelley & Sons Company	9978292	Self-Erectable Displays And Methods Of Making Such Self-Erectable Displays
R.R. Donnelley & Sons Company	9850031	Simulated Commercial Envelopes And Methods Of Making The Same
R.R. Donnelley & Sons Company	9738419	Point Of Sale Envelopes And Methods Of Manufacturing The Same
R.R. Donnelley & Sons Company	9715840	Self-Erectable Display And Automatic Locking Mechanism For A Self-Erectable Display
R.R. Donnelley & Sons Company	9516369	Systems And Methods For Variable Video Production, Distribution And Presentation
R.R. Donnelley & Sons Company	8989560	Systems And Methods For Variable Video Production, Distribution And Presentation
R.R. Donnelley & Sons Company	8869698	Method And Apparatus For Transferring A Principal Substance
R.R. Donnelley & Sons Company	8833662	Sealed Cards And Methods Of Producing The Same
R.R. Donnelley & Sons Company	8833257	Systems And Methods For High Speed Variable Printing
R.R. Donnelley & Sons Company	8733248	Method And Apparatus For Transferring A Principal Substance And Printing System
R.R. Donnelley & Sons Company	8720768	Multi-Ply Mailer With Multiple Detachable Elements
R.R. Donnelley & Sons Company	8701978	Two Way Electronic Media Mailer
R.R. Donnelley & Sons <sup>1</sup>	8579333	Confidential Postcards
R.R. Donnelley & Sons Company	8112923	Method Of And System For Two-Way See- Through Banner And Window Imaging
R.R. Donnelley & Sons Company	7059791	Tape Printer

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

R.R. Donnelley & Sons Company	10319261 (15/786405)	Self-Erectable Displays And Methods Of Making Such Self-Erectable Displays
R.R. Donnelley & Sons Company	10223939	Self-Erectable Display And Automatic Locking Mechanism For A Self-Erectable Display
Consolidated Graphics, Inc.	9701455	Paper Sleeve Package
Consolidated Graphics, Inc.	9224074	System And Method For Tuning Device Link Profiles For Color Printing
Consolidated Graphics, Inc.	9204016	In-Process Color Management System And Method For Digital Color Printing
Consolidated Graphics, Inc.	8376212	Automated Flat Mail Piece
Consolidated Graphics, Inc.	10336522 (15/631247)	Paper Sleeve Package
R.R. Donnelley & Sons Company	10741109 (15/690,031)	Quadrilateral Display And Method For Forming the Same
R.R. Donnelley & Sons Company	10342136 (15/711,689)	Monitoring Device And A Method Of Constructing A Monitoring Device
R.R. Donnelley & Sons Company	(15/861,092)	Ink Composition For Use On Non-Absorbent Surfaces
R.R. Donnelley & Sons Company	11,008,478 (15/889,805)	Combined Item Carrier And Greeting Card And Method Of Forming Same
R.R. Donnelley & Sons Company	10783806 (16/182,016)	Display Article
R.R. Donnelley & Sons Company	10930181 (16/196,293)	Display Sign And Method Of Disposing Same
R.R. Donnelley & Sons Company	10706747 (16/201,535)	Pyramidical Displays And Methods For Forming The Same
Consolidated Graphics, Inc.	10696461 (16/356,781)	Package
R.R. Donnelley & Sons Company	10332063	Apparatus and Method for Monitoring a Package During Transit
R.R. Donnelley & Sons Company	10406563	Method of Producing Collectible Cards
R.R. Donnelley & Sons Company	10417440	Systems and Methods for Digital Content Delivery
R.R. Donnelley & Sons Company	10475357 (13/408,724)	Baggage Identification Tags and Methods of Making and Using the Same

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R.R. Donnelley & Sons Company	10537920 (16/539,627)	Methods of producing collectible cards
R.R. Donnelley & Sons Company	10573202 (15/261,191)	Self-erectable display with free floating stop and method for forming the same
R.R. Donnelley & Sons Company	10,685,588	Self-erectable displays and methods of making self-erectable displays
R. R. Donnelley & Sons Company	9558681	Labels And Methods Of Producing The Same
R. R. Donnelley & Sons Company	9688058	Methods And Apparatus For Supporting Radio Frequency Identification Tags
R. R. Donnelley & Sons Company	8848011	Apparatus And Method For Disposing An Inkjet Cartridge In A Mount
R. R. Donnelley & Sons Company	8753026	Use Of A Sense Mark To Control A Printing System
R.R. Donnelley & Sons Company	10008138	Self-erectable displays and methods of making such self-erectable displays
R.R. Donnelley & Sons Company	10026056	Apparatus and method for monitoring a package during transit
R.R. Donnelley & Sons Company	10106710	Insulator material composition and method
R.R. Donnelley & Sons Company	10124597	System and method for supplying ink to an inkjet printhead
R.R. Donnelley & Sons Company	10137691	Printhead maintenance station and method of operating same
R.R. Donnelley & Sons Company	10170020	Pop-up display with translating stop member
R.R. Donnelley & Sons Company	10210779	Polyhedral automatic pop-up display
R.R. Donnelley & Sons Company	10279605	Printing system
R.R. Donnelley & Sons Company	10755605	Polygonal display and method for forming the same
R.R. Donnelley & Sons Company	7251234	Apparatus and methods for accessing an information resource
R. R. Donnelley & Sons Company	7708861	Formulations for high speed print processing
R. R. Donnelley & Sons Company	7771010	Apparatus for printing using a plurality of printing cartridges
R. R. Donnelley & Sons Company	7918530	Apparatus and method for cleaning an inkjet printhead

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R. R. Donnelley & Sons Company	7967407	Use of a sense mark to control a printing system
R. R. Donnelley & Sons Company	8006969	Book production apparatus
R. R. Donnelley & Sons Company	8011300	Method for high speed variable printing
R. R. Donnelley & Sons Company	8061270	Methods for high speed printing
R. R. Donnelley & Sons Company	8184304	System and method of operating a raster image processor
R. R. Donnelley & Sons Company	8289538	Systems and methods for managing print jobs
R. R. Donnelley & Sons Company	8322047	System and method for drying a freshly printed medium
R. R. Donnelley & Sons Company	8328349	Compositions compatible with jet printing and methods therefor
R. R. Donnelley & Sons Company	8402891	Methods for printing a print medium, on a web, or a printed sheet output
R. R. Donnelley & Sons Company	8434860	Method for jet printing using nanoparticle-based compositions
R. R. Donnelley & Sons Company	8687947	Systems and methods for variable video production, distribution and presentation
R. R. Donnelley & Sons Company	8881651	Printing system, production system and method, and production apparatus
R. R. Donnelley & Sons Company	8887633	Method of producing a printed sheet output or a printed web of a printing press
R. R. Donnelley & Sons Company	8887634	Methods for printing a printed output of a press and variable printing
R. R. Donnelley & Sons Company	8894198	Compositions compatible with jet printing and methods therefor
R. R. Donnelley & Sons Company	8899151	Methods of producing and distributing printed product
R. R. Donnelley & Sons Company	8967044	Apparatus for applying gating agents to a substrate and image generation kit
R. R. Donnelley & Sons Company	9098903	Systems And Methods For Detecting Alignment Errors
R. R. Donnelley & Sons Company	9114654	Systems and methods for high speed variable printing
R. R. Donnelley & Sons Company	9302500	Sealed cards and methods of producing the same

R. R. Donnelley & Sons Company	9463643	Apparatus and Methods for Controlling Application of a Substance to a Substrate
R.R. Donnelley & Sons Company	9511561	Multi-layer forms and methods of manufacturing the same
R.R. Donnelley & Sons Company	9511893	Gift card apparatus and methods of manufacturing the same
R.R. Donnelley & Sons Company	9514432	Apparatus and method for monitoring a package during transit
R.R. Donnelley & Sons Company	9528033	Electrolyte material composition and method
R.R. Donnelley & Sons Company	9561672	Use of a Sense Mark to Control a Printing System
R.R. Donnelley & Sons Company	9691303	Electronic label having a timer function
R. R. Donnelley & Sons Company	9701120	Compositions compatible with jet printing and methods therefor
R.R. Donnelley & Sons Company	9718997	Battery
R.R. Donnelley & Sons Company	9734734	Self-erectable displays and methods of making such self-erectable displays
R.R. Donnelley & Sons Company	9779640	Self-erectable displays and methods of making such self-erectable displays
R.R. Donnelley & Sons Company	9785881	System and method for producing an electronic device
R.R. Donnelley & Sons Company	9812038	Self-erectable displays and methods of making such self-erectable displays
R.R. Donnelley & Sons Company	9868869	Ink composition for use on non-absorbent surfaces
R.R. Donnelley & Sons Company	9895720	Methods and apparatus of producing collectible cards
R.R. Donnelley & Sons Company	9996788	Method and apparatus for producing an electronic device
R.R. Donnelley & Sons Company	8256194	Simulated commercial envelopes and methods of making the same
R.R. Donnelley & Sons, Inc.	9180674	System and method for supplying ink to an inkjet cartridge
R.R. Donnelley & Sons, Inc.	8888208	System and method for removing air from an inkjet cartridge and an ink supply line

R.R. Donnelley & Sons, Inc.	8894191	Apparatus and Method for Disposing Inkjet Cartridges in a Carrier
R.R. Donnelley & Sons, Inc.	8926060	System and Method For Cleaning Inkjet Cartridges
R.R. Donnelley & Sons, Inc.	9216581	Apparatus and method for wiping an inkjet cartridge nozzle plate
R. R. Donnelley & Sons Company	11,673,726 (16854672)	Game Card Packaging
Consolidated Graphics, Inc.	11167900	Packaging
R.R. Donnelley & Sons Company	10685588	Self-erectable displays and methods of making such self-erectable displays
R.R. Donnelley & Sons Company	D769228	Antenna
R.R. Donnelley & Sons Company	8136936	Apparatus and methods for controlling application of a substance to a substrate
R.R. Donnelley & Sons Company	9505253	Method and apparatus for transferring a principal substance and printing system
R.R. Donnelley & Sons Company	11,642,907 (17198980)	Secure Placard and Method for Producing Same
Consolidated Graphics, Inc.	11167900	Packaging
R.R. Donnelley & Sons Company	10,741,109 (15/690,031)	Quadrilateral Display And Method For Forming The Same
R.R. Donnelley & Sons Company	11,008,478 (15/861,092)	Ink Composition For Use On Non-Absorbent Surfaces
R.R. Donnelley & Sons Company	11,364,522 (16709443)	Method and System for Producing Collectible Cards
R.R. Donnelley & Sons Company	11,227,511 (16/323,331)	Pop-Up Display And Pop-Up Display Looking Mechanism Therefore
R.R. Donnelley & Sons Company	11451754 (16/359,578)	Display And Method Of Constructing Same

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**RECORDED: 08/01/2023**