

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.R. Donnelley & Sons Company		07/02/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Fairrington, LLC		
Street Address:	553 S. Joliet Road		
City:	Bolingbrook		
State/Country:	ILLINOIS		
Postal Code:	60440		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2489926	DYNAMAIL	
Registration Number:	3314594	ONESITE	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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>			
Email:	chitm@nixonpeabody.com		
Correspondent Name:	Janet M. Garetto		
Address Line 1:	70 W. Madison Street, 35th Floor		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Janet M. Garetto		
SIGNATURE:	/Janet M. Garetto/		
DATE SIGNED:	08/16/2018		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK RIGHTS

July 2, 2018

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this “**Agreement**”), effective this 2nd day of July, 2018, is by and between **R. R. Donnelley & Sons Company**, a Delaware corporation (“**Assignor**”), and **Fairrington, LLC**, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” or collectively as the “**Parties.**” Capitalized terms not otherwise defined herein are used as defined in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, this Agreement is made in connection with the transactions contemplated in that certain Asset Purchase Agreement, dated as of the 1st day of May, 2018, by and among Assignor, Parent and Assignee (the “**Purchase Agreement**”) providing, in part, for the transfer by Assignor to Assignee of substantially all of the assets, and certain specified liabilities, of the Business;

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Trademarks that constitute Intellectual Property Assets (“**Assigned Trademarks**”), including without limitation those identified in Schedule A hereto; and

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign and Assignee wishes to acquire the entire right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, in consideration of the promises and covenants set forth herein and in the Purchase Agreement (and other agreements entered into in connection with the Purchase Agreement), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does, on behalf of itself and its Affiliates, hereby sell, assign, transfer and set over unto Assignee all of Assignor’s and its Affiliates’ right, title, and interest in, to, and under the Assigned Trademarks, together with all goodwill associated with and symbolized by the Assigned Trademarks, together with all common-law rights of Assignor and its Affiliates, including, without limitation, the exclusive right to bring action and recover for any past, present or future infringement, if any, of any Assigned Trademarks.

Upon request from time to time by Assignee, Assignor shall execute all such papers as may be reasonably necessary in order to vest the entire right, title, and interest in, to, and under the Assigned Trademarks in Assignee, and to give to Assignee the full benefit of this Agreement, and Assignor consents to Assignee applying alone for recordal of this assignment, all at Assignee’s sole expense.


This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule, and may be executed in two or more counterparts which may be delivered by means of facsimile or email, each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

[remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, this instrument has been executed as of the date first written above.

ASSIGNOR:

**R. R. DONNELLEY & SONS
COMPANY, a Delaware corporation**

By: 
Name: Terry Peterson
Title: EVP & CFO

ASSIGNEE:

**Fairrington, LLC,
a Delaware limited liability company**

By: _____
Name:
Title:

Signature Page to Assignment of Trademark Rights

CHICAGO#3091198

**TRADEMARK
REEL: 006416 FRAME: 0367**

IN WITNESS WHEREOF, this instrument has been executed as of the date first written above.

ASSIGNOR:

R. R. Donnelley & Sons Company,
a Delaware corporation

By: _____

Name:

Title:

ASSIGNEE:

Fairrington, LLC,
a Delaware limited liability company

By: Michael P. King

Name: Michael P King

Title: Sr LSC communications

SCHEDULE A

<u>ITEM</u>	<u>TRADEMARK</u>	<u>U.S. REG. / APP. NO.</u>
1.	DYNAMAIL	Reg. No. 2,489,926 App. No. 75/720,884 Application filed June 3, 1999
2.	ONESITE	Reg. No. 3,314,594 App. No. 78/885,275 Application filed May 17, 2006