

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PURCHASING POWER, LLC		10/14/2011	LIMITED LIABILITY COMPANY: GEORGIA
PURCHASING POWER HOLDINGS LLC		10/14/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76028720	PURCHASINGPOWER
Serial Number:	76028669	WORKERPERKS
Serial Number:	76016080	GIVINGPOWER
Serial Number:	85445428	
Registration Number:	2532942	PAYROLLPURCHASING
Registration Number:	2964959	ECP2
Registration Number:	3478873	PURCHASING POWER

CORRESPONDENCE DATA

Fax Number: (202)942-5999
 Phone: 202-942-5000
 Email: TrademarkDocketing@aporter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900204980

TRADEMARK
 REEL: 004644 FRAME: 0022

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Correspondent Name: Anna W. Manville; Arnold & Porter LLP
Address Line 1: 555 12th Street, N.W.
Address Line 2: IP Docketing
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	20439.040
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NAME OF SUBMITTER:	Anna W. Manville
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Signature:	/Anna W. Manville/
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Date:	10/19/2011
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2011, is made by PURCHASING POWER, LLC, a Georgia limited liability company (“Company”), and PURCHASING POWER HOLDINGS LLC, a Delaware limited liability company (“Holdings” and, together with Company, each a “Grantor” and together the “Grantors”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among Company, Holdings, the lenders party thereto from time to time, the Collateral Agent, as collateral agent, administrative agent, syndication agent, documentation agent, lead arranger and a lead agent, and Fortress Credit Corp., as a lead agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make certain Loans to Company;

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent that certain Pledge and Security Agreement dated as of even date herewith by and among Company, Holdings, and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Pledge and Security Agreement”); and

WHEREAS, pursuant to the Pledge and Security Agreement and the Credit Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for its benefit and the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including the Trademark registrations and applications referred to on Schedule I hereto;

(b) all reissues, continuations, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for its benefit and the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

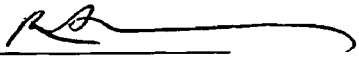
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks. Without limiting any of the Grantor's obligations under this Section 4, each Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Collateral Agent in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

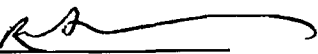
[signature page follows]

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

PURCHASING POWER, LLC

By: 
Name: Richard A. Carrano
Title: President and Secretary

PURCHASING POWER HOLDINGS,
LLC

By: 
Name: Richard A. Carrano
Title: President and Secretary

Accepted and Acknowledged:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P., as Collateral Agent

By: _____
Name: Jason P. Gelberd
Title: Authorized Signatory

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

PURCHASING POWER, LLC


By: _____
Name:
Title:

PURCHASING POWER HOLDINGS,
LLC

By: _____
Name:
Title:

Accepted and Acknowledged:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P., as Collateral Agent

By: 
Name: Jason P. Gelberd
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 004644 FRAME: 0027

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Registration #/ Application Serial #	Filing Date	Registration Date (if applicable)	Class of Goods or Services	Description of Goods or Services	Owner of Record	Present Status
PurchasingPower	76-028720	4/18/2000	n/a		Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Abandoned
Workerperks	76-028669	4/18/2000	n/a		Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Abandoned
Givingpower	76-016080	4/3/2000	n/a		Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Abandoned
Payroll Purchasing	2532942	4/3/2000	01/22/2002		Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Cancelled
ECF2	2964959	8/15/2003	07/05/2005		Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Registered
Purchasing Power	3478873	4/20/2007	08/05/2008		Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Registered

Trademark Applications

Mark	Registration #/ Application Serial #	Filing Date	Registration Date (if applicable)	Class of Goods or Services	Description of Goods or Services	Owner of Record	Present Status
	85/445,428	10/12/2011	n/a	35, 36	Computerized online retails store, services utilized: Payroll deduction	Purchasing Power, LLC	Pending