

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avendra, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
BuyEfficient, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	7475 Wisconsin Avenue, Suite 400		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3071308	AVENDRA	
<b>Registration Number:</b>	3055892	AVENDRA	
<b>Registration Number:</b>	2140922	PREFERRED COMFORT	
<b>Registration Number:</b>	2782736	PREFERRED COMFORT	
<b>Registration Number:</b>	3735241	KALA FALLS	
<b>Registration Number:</b>	4116255	BUYEFFICIENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	301-280-5807		
<b>Email:</b>	joseph.chirico@wellsfargo.com		
<b>Correspondent Name:</b>	Joseph Chirico		
<b>Address Line 1:</b>	7475 Wisconsin Avenue, Suite 400		
<b>Address Line 2:</b>	MAC R1048-040		
<b>Address Line 4:</b>	Bethesda, MARYLAND 20814		
<b>ATTORNEY DOCKET NUMBER:</b>	F158554		

OP \$165.00 3071308

<b>NAME OF SUBMITTER:</b>	Kristin Gallagher
<b>SIGNATURE:</b>	/Kristin Gallagher/
<b>DATE SIGNED:</b>	09/30/2015
<b>Total Attachments: 5</b> source=Avendra - Trademark Recording - fully executed 9-30-15#page4.tif source=Avendra - Trademark Recording - fully executed 9-30-15#page5.tif source=Avendra - Trademark Recording - fully executed 9-30-15#page6.tif source=Avendra - Trademark Recording - fully executed 9-30-15#page7.tif source=Avendra - Trademark Recording - fully executed 9-30-15#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated September 30, 2015, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Bank").

WHEREAS, Avendra, LLC, a Delaware limited liability company (the "Borrower"), has entered into the Credit Agreement dated as of September 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Bank. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Term Loan by Bank, each Grantor has executed and delivered that certain Security Agreement dated September 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and Bank.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Bank, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to Bank, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all obligations secured under the Security Agreement (the "Secured Obligations") of such Grantor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to Bank under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

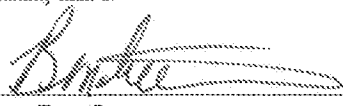
Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Bank with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

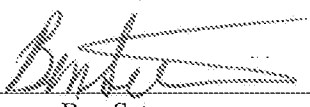
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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

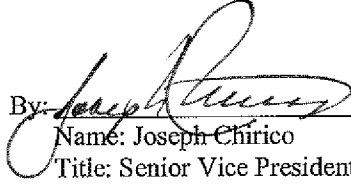
**AVENDRA, LLC**

By:   
Name: Ben Seto  
Title: Treasurer

**BUYEFFICIENT, LLC**

By:   
Name: Ben Seto  
Title: Treasurer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Bank**


By:  \_\_\_\_\_  
Name: Joseph Chirico  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005634 FRAME: 0292**

**Schedule A**

**Registered Trademarks**

<b>MARK</b>	<b>REGISTRANT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>STATUS</b>
AVENDRA	Avendra, LLC	3,071,308	March 21, 2006	Registered
	Avendra, LLC	3,055,892	January 31, 2006	Registered
PREFERRED COMFORT	Avendra, LLC	2,140,922	March 3, 1998	Registered
PREFERRED COMFORT	Avendra, LLC	2,782,736	November 11, 2003	Registered
KALA FALLS	Avendra, LLC	3,735,241	January 5, 2010	Registered
BUYEFFICIENT	BuyEfficient, LLC	4,116,255	March 20, 2012	Registered