

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393697

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Purchasing Corporation		08/01/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPSI Purchasing Services LLC		
<b>Street Address:</b>	1101 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1790317	HPSI	
<b>Registration Number:</b>	1938582	MENU SERVICE	
<b>Registration Number:</b>	2381405	HPSI	
<b>Registration Number:</b>	3258205	MENU2U PLUS.COM	
<b>Registration Number:</b>	3495537	C.U.R.B.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	009532-1714		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		
<b>SIGNATURE:</b>	/Felicia D. Gordon/		
<b>DATE SIGNED:</b>	08/04/2016		

CH \$140.00 1790317

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT is dated as of August 1, 2016 (this “*IP Assignment*”), by and between HPSI Purchasing Services LLC, a Delaware limited liability company (the “*Assignee*”), and National Purchasing Corporation, a California corporation (the “*Assignor*”). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 22, 2016 (the “*Purchase Agreement*”), by and among the Assignor, the Assignee, Aramark, a Delaware corporation, and the shareholders of the Assignor party thereto, the Assignor agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of the Assignor’s right, title, and interest in and to all Acquired Intellectual Property and IT Assets, including (i) the trademark registrations specified on Schedule A hereto (the “*Registered Trademarks*”); (ii) the Domain Names specified on Schedule B hereto; and (iii) the patents and patent applications specified on Schedule C hereto (the “*Patents*”, and (i), (ii) and (iii), collectively, the “*Assigned IP*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee, and the Assignee hereby acquires and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to, and under the Assigned IP, including, without limitation, (a) all goodwill associated therewith, (b) all inventions described in the Patents for pending patent applications and all inventions claimed in the Patents for issued Patents, in each case in the United States and its territorial possessions and in all foreign countries and to all letters patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for inventions in connection with the Patents, including all continuations, continuations-in-part, divisionals, renewals, substitutes, reexaminations, extensions, provisionals or reissues thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, and all rights to claim priority thereto, (c) all copyright rights included in the Assigned IP, and (d) all rights of action and remedies for past, present and future infringements of any of the Assigned IP, in each case, free and clear of all Liens (other than Permitted Liens), the same to be held and fully enjoyed by the Assignee, its successors, assigns and other legal representatives.

2. The Assignor shall execute and deliver any and all instruments and documents and take such further actions, at no material cost to Assignor, as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, including all steps that may be reasonably necessary to effect the foregoing assignment and transfer of the Domain Names specified on Schedule B hereto in accordance with the domain name transfer procedures of the applicable domain name registrar(s).

3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any other applicable Governmental Authority,

to issue or transfer the Registered Trademarks and Patents to the Assignee, as assignee of the entire right, title and interest therein or otherwise as the Assignee may direct. The Assignee shall have the right to record this IP Assignment with all applicable Government Authorities so as to perfect its ownership of the Registered Trademarks and Patents.

4. This IP Assignment shall bind and inure to the benefit of the Company and Buyer and their respective successors and permitted assigns.

5. All matters relating to or arising out of this IP Assignment or the transactions contemplated hereby (whether sounding in contract, tort or otherwise) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within such State, without regard to any applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

6. The terms and provisions of this IP Assignment are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights, and this IP Assignment does not confer any such rights, upon any other Person.

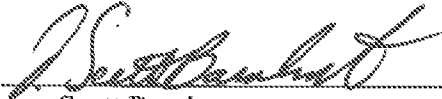
7. This IP Assignment may be executed in any number of counterparts via facsimile or otherwise and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile transmission or email in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart of this IP Assignment. This IP Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties.

8. This IP Assignment may not be changed, amended, modified, discharged or terminated in any manner other than by an agreement in writing signed by the parties hereto.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE: HPSI PURCHASING SERVICES LLC

By:   
Name: Scott Barnhart  
Title: President

ASSIGNOR: NATIONAL PURCHASING CORPORATION

By: \_\_\_\_\_  
Name: David Lindahl  
Title: Executive Vice President and  
Managing Director

*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 005846 FRAME: 0814**

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE: HPSI PURCHASING SERVICES LLC

By: \_\_\_\_\_  
Name: Scott Barnhart  
Title: President

ASSIGNOR: NATIONAL PURCHASING CORPORATION

By:  \_\_\_\_\_  
Name: David Lindahl  
Title: Executive Vice President and  
Managing Director

*[Signature Page to Intellectual Property Assignment]*

TRADEMARK  
REEL: 005846 FRAME: 0815

SCHEDULE A

REGISTERED TRADEMARKS

California State Filings:

<b>Description</b>	<b>Filing</b>	<b>Renewal</b>	<b>Class</b>
HPSI Reg. No. 95362 (Trademark)	January 13, 1992	January 13, 2017	Class 38 – Printed Menus
HPSI Reg. No. 39828 (Service Mark)	January 15, 1992	January 15, 2017	Class 101 – Purchasing Services and Consulting Services Class Int. 35 – On Renewal

United States Patent and Trademark Office Filings:

<b>Description</b>	<b>Filing</b>	<b>Renewal</b>	<b>Class</b>
HPSI Reg. No. 1,790,317 (Trademark and Service Mark)	August 31, 1993	August 31, 2023	Class 16 – Printed Menus Class 35 – Procurement Svcs Class 42 – Consulting Svcs (Menu)
Menu Service Reg. No. 1,938,582 (Trademark)	November 28, 1995	November 28, 2015	Class 9, Class 16 – Menu Service in connection with computer software; Diet manual and charts
New Logo Design Reg. No. 2,381,405 (Service Mark)	August 29, 2000	August 29, 2020 Renewed per Attorney	Class 35, Class 42 – Procurement Svcs and Consulting Svcs (Menu)
MENU2UPLUS.C OM No. 3,258,205 (Service Mark)	July 3, 2007	July 3, 2017	Class Int. 42 – Providing Temp Reg. access to non-downloadable Software for use in menu planning
C.U.R.B. Ser. No. 77/383,894	September 2, 2008	September 2, 2018	Class 35 – Procurement Services for colleges and universities

SCHEDULE B

DOMAIN NAMES

1. hpsionline.com
2. hsipurchasing.com
3. hsipurchasingservices.com
4. menu2uplus.com
5. nationalpurchasingcorp.com
6. nationalpurchasinginc.com



SCHEDULE C

PATENTS

None

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