

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		11/25/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PURCHASING POWER, LLC		
Street Address:	1349 West Peachtree Street NW		
Internal Address:	Suite 1100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: GEORGIA		
Name:	PURCHASING POWER HOLDINGS, LLC		
Street Address:	1349 West Peachtree Street NW		
Internal Address:	Suite 1100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	76028720	PURCHASINGPOWER	
Serial Number:	76028669	WORKERPERKS	
Serial Number:	76016080	GIVINGPOWER	
Registration Number:	2532942	PAYROLLPURCHASING	
Registration Number:	2964959	ECP2	
Registration Number:	3478873	PURCHASING POWER	
Serial Number:	85445428		
CORRESPONDENCE DATA			
Fax Number:	202925999		

OP \$190.00 76028720

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: 212.715.1041
Email: Deidrie.Alex.Stone@aporter.com, elisabeth.richards@aporter.com
Correspondent Name: Deidrie Alex Stone
Address Line 1: 399 Park Avenue
Address Line 4: New York, NEW YORK 10022-4690

ATTORNEY DOCKET NUMBER:	20439.0072
NAME OF SUBMITTER:	Deidrie Alex Stone
SIGNATURE:	/Deidrie Alex Stone/
DATE SIGNED:	11/25/2016

Total Attachments: 4

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RELEASE

RELEASE OF TRADEMARK SECURITY INTERESTS dated as of November 25, 2016 (this “**Release**”), by Goldman Sachs Specialty Lending Group, L.P., as collateral agent under the Credit Agreement defined below (the “**Collateral Agent**”) in favor of the Grantors (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, unless otherwise specified herein.

A. Reference is made to (a) the Pledge and Security Agreement dated as of October 14, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among Purchasing Power, LLC, a Georgia limited liability company (“**Company**”), Purchasing Power Holdings, LLC, a Delaware limited liability company (“**Holdings**” and, together with Company, the “**Grantors**”), and the Collateral Agent, (b) the Credit and Guaranty Agreement dated as of October 14, 2011 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Company, Holdings, the lenders from time to time party thereto and 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, and (c) the Trademark Security Agreement dated as of October 14, 2011, among Company and Holdings in favor of the Collateral Agent (the “**Trademark Security Agreement**” and, together with the documents set forth in clauses (a) and (b), the “**2011 Security Agreements**”).

B. Pursuant to the 2011 Security Agreements, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in their Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks of the Grantors set forth on Schedule I hereto, which security interests were recorded with the United States Patent & Trademark Office on October 19, 2011 at Reel/Frame 004644/0028.

C. Company has informed the Collateral Agent that, (i) pursuant to the Note Purchase and Guaranty Agreement dated as of November 18, 2015 (the “**2015 Note Purchase Agreement**”) by and among Company, Holdings, the purchasers from time to time party thereto and Goldman Sachs Specialty Lending Group, L.P., as administrative agent and collateral agent (in such capacity, the “**2015 Collateral Agent**”), all such right title and interest of the Grantors in their Trademark Collateral has been granted to the 2015 Collateral Agent for the benefit of the secured parties under the 2015 Note Purchase Agreement, and (ii) a Trademark Security Agreement dated as of November 18, 2015, among the Grantors and the 2015 Collateral Agent, has been filed with the United States Patent and Trademark Office. Accordingly, the Grantors requests the release of all right, title and interest of the Collateral Agent and the Secured Parties in such Trademark Collateral of the Grantors granted under the 2011 Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby (a) terminate the Trademark Security Agreement; and (b) release, relinquish and discharge any and all security interests it has against the Trademark Collateral of the Grantors. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case

reasonably requested by the Grantors and at the expense of the Grantors, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to
be duly executed as of the day and year first above written.

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


By: 
Name: Justin Betzen
Title: Senior Vice President

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
ECP2	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

Trademark Licenses

None.

TRADEMARK

REEL: 005933 FRAME: 0593

RECORDED: 11/25/2016