

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM475231

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barings Finance LLC		05/23/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corporate United, Inc.		
<b>Street Address:</b>	840 Crescent Centre Drive, Suite 600		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5211700	THE PERFORMANCE GPO	
<b>Registration Number:</b>	3129279	CORPORATE UNITED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	05/23/2018		
<b>Total Attachments: 5</b>			
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**TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of the 23rd day of May 2018, by BARINGS FINANCE LLC, in its capacity as Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Agent") in CORPORATED UNITED, INC., an Ohio corporation ("Pledgor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain (A) Credit Agreement, dated as of September 19, 2016 (as amended, the "Credit Agreement") among Pledgor, the other Credit Parties signatory thereto, and Agent; (B) Guaranty and Collateral Agreement dated as of September 19, 2016 (as amended, the "Security Agreement") in favor of the Agent; and (C) Trademark Security Agreement, dated as of September 1, 2017, by the Pledgor in favor of the Agent (the "Trademark Security Agreement"), the Pledgor granted to the Agent, for the benefit of the Lenders, a lien on and security interest in and to all of its right, title and interest in, among other things, (i) the Trademarks of Pledgor listed on Schedule I attached to the Trademark Security Agreement; (ii) all Goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the Trademarks listed on Schedule I to the Trademark Security Agreement (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 6146, Frame 0760 on September 1, 2017;

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

1. The Agent, for the benefit of the Lenders, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.

2. The Agent hereby agrees, at the expense of the Pledgor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Pledgor to effectuate, record or evidence the release of the Agent's security interest in the Trademark Collateral.

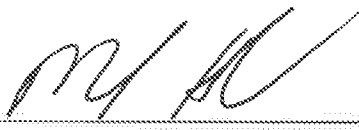
3. The Agent authorizes the Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]

IN WITNESS WHEREOF, Agent, for the benefit of the Lenders, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

BARINGS FINANCE LLC,  
as Agent

By:   
Name: Mark Hindson  
Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY  
AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Corporate United, Inc.	THE PERFORMANCE GPO	5,211,700	30-MAY-2017
Corporate United, Inc.	CORPORATE UNITED	3,129,279	15-AUG-2006

2. TRADEMARK APPLICATIONS

None.

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Barings Finance LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other LLC-DE \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 23, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Corporate United, Inc.

Street Address: 840 Crescent Centre Drive, Suite 600

City: Franklin

State: TN

Country: USA Zip: 37067

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship USA-OH  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark. .**

A. Trademark Application No.(s) Text

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

May 23, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450