TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCPN Management Group LLC		05/23/2018	Limited Liability Company: DELAWARE
Omnia Partners, Inc.		05/23/2018	Corporation: DELAWARE
National Intergovernmental Purchasing Alliance Company		05/23/2018	Corporation: DELAWARE
Corporate United, Inc.		05/23/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5084935	TCPN THE COOPERATIVE PURCHASING NETWORK
Registration Number:	4960099	TCPN
Registration Number:	4939111	NATIONAL IPA
Registration Number:	4995886	NATIONAL IPA A PROVISTA COMPANY
Registration Number:	5001059	NATIONAL IPA
Registration Number:	3129279	CORPORATE UNITED
Registration Number:	5211700	THE PERFORMANCE GPO
Serial Number:	87490202	OMNIA PARTNERS

OP $215.00 5084935

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/25/2018

Total Attachments: 9

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Form **PTO-1594** (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

1. TCPN Management Group LLC
2. Omnia Partners, Inc.
3. National Intergovernmental Purchasing Alliance Company
4. Corporate United, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other 1. LLC-DE; 2. Corp.-DE; 3. Corp.-DE; 4. Corp.-OH

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

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

Name: Barclays Bank PLC

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship USA

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)

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

Execution Date(s) May 23, 2018

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

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

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: 8

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 — May 23, 2018
Signature — Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of May 23, 2018, is made by the Grantors (as identified below), in favor of Barclays Bank PLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, TCPN Management Group, LLC, a Delaware limited liabilty company ("**TCPN**"), OMNIA Partners, Inc., a Delaware corporation ("**OMNIA**"), National Intergovernmental Purchasing Alliance Company, a Delaware corporation ("**National Alliance**") and Corporate United, Inc., an Ohio corporation ("**Corporate United**" and together with TCPN, OMNIA and National Alliance, collectively the "**Grantors**" and each, a "**Grantor**"), own the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of May 23, 2018 (the "**Second Lien Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and are required to execute and deliver this Trademark Security Agreement (this "**Agreement**").

Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Second Lien Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Second Lien Security Agreement, Grantors hereby grant to the Collateral Agent a security interest in all of each Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Second Lien Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement. All of the terms of the Second Lien Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Barclays Bank PLC, as administrative agent, pursuant to or in connection with First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

TCPN MANAGEMENT GROUP LLC

By: _____
Name: Kent Capps
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Second Lien)]

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

OMNIA PARTNERS, INC.

By: _____
Name: Kent Capps
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Second Lien)]

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: _____
Name: Kent Capps
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Second Lien)]

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

CORPORATE UNITED, INC.

By: _____
Name: Kent Capps
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (Second Lien)]

Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent

By: _____
Name: Chris Walton
Title: Director

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
TCPN Management Group LLC	TCPN, THE COOPERATIVE PURCHASING NETWORK & Design	5,084,935	11/22/2016
TCPN Management Group LLC	TCPN	4,960,099	05/17/2016
National Intergovernmental Purchasing Alliance Company	NATIONAL IPA	4,939,111	04/19/2016
National Intergovernmental Purchasing Alliance Company	NATIONAL IPA A PROVISTA COMPANY& Design	4,995,886	07/12/2016
National Intergovernmental Purchasing Alliance Company	NATIONAL IPA & Design	5,001,059	07/19/2016
Corporate United, Inc.	CORPORATE UNITED	3,129,279	08/15/2006 Renewed: 08/15/2016
Corporate United, Inc.	THE PERFORMANCE GPO	5,211,700	05/30/2017

US Trademark Applications:

Registered Owner	Trademark Description	Appl. Number	Appl. Date
OMNIA Partners, Inc.	OMNIA PARTNERS	87490202 (Pending ITU)	06/15/2017