

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foodbam, LLC		06/12/2019	Limited Liability Company:
Source 1 Purchasing, LLC		06/12/2019	Limited Liability Company:
Dining Alliance, LLC		06/12/2019	Limited Liability Company:
Consolidated Concepts, LLC		06/12/2019	Limited Liability Company:
Buyers Edge, LLC		06/12/2019	Limited Liability Company:
Savemore, Inc.		06/12/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	2001 Ross Ave., Suite 2800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	State Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5007251	FOOD BAM
Registration Number:	4751324	SOURCE1 PURCHASING THE LEVERAGE OF BILLI
Registration Number:	4547437	DINING ALLIANCE
Registration Number:	4150264	CONSOLIDATED CONCEPTS
Registration Number:	4236176	CONSOLIDATED CONCEPTS
Registration Number:	4145717	SAVEMORE BUYING GROUP
Registration Number:	3482630	DINING ALLIANCE
Registration Number:	3323820	BUYERS EDGE

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723428

Email: TKirillova@KSLAW.com

OP \$215.00 5007251

Correspondent Name: Tatyana Kirillova, Paralegal
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Tatyana Kirillova

SIGNATURE: //Tatyana Kirillova//

DATE SIGNED: 06/12/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made and entered into as of June 12, 2019, by **EACH OF THE UNDERSIGNED**, (each, a “**Grantor**” and collectively, “**Grantors**”), in favor of **GOLDMAN SACHS BANK USA** (“**GS Bank**”), as collateral agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GS Bank, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), Lenders have agreed to make certain Loans and other credit extensions to one or more of the Grantors and/or its affiliates; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents (including, without limitation, the Secured Obligations), each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing First Priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (a) all of such Grantor’s Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark

licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License (collectively, the **“Trademark Collateral”**).

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.


5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

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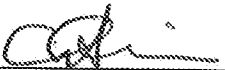
IN WITNESS WHEREOF, Each undersigned Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTORS:

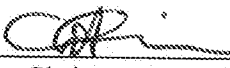
FOODBAM, LLC

By: 
Name: Christopher A. Milliken
Title: Chief Financial Officer

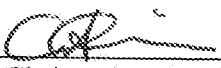
SOURCE 1 PURCHASING, LLC

By: 
Name: Christopher A. Milliken
Title: Chief Financial Officer

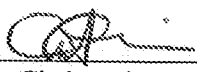
DINING ALLIANCE, LLC

By: 
Name: Christopher A. Milliken
Title: Chief Financial Officer

CONSOLIDATED CONCEPTS, LLC


By: 
Name: Christopher A. Milliken
Title: Chief Financial Officer

BUYERS EDGE, LLC

By: 
Name: Christopher A. Milliken
Title: Chief Financial Officer

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SAVEMORE, LLC

By: 
Name: Christopher A. Milliken
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006667 FRAME: 0613

ACCEPTED AND ACKNOWLEDGED BY

COLLATERAL AGENT


SCC

GOLDMAN SACHS BANK USA

By:

Name:

Title:




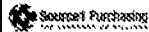
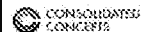
Greg Watts
Authorized Signatory

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TRADEMARK
REEL: 006667 FRAME: 0614

Schedule I

Trademark Registrations

<u>Credit Party</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Status</u>
FOODBAM, LLC	FOOD BAM 	App 86834306	Reg 5007251	App 30-NOV-2015	Reg 26-JUL-2016	Registered
SOURCE 1 PURCHASING, LLC	SOURCE1 PURCHASING THE LEVERAGE OF BILLIONS 	App 86410492	Reg 4751324	App 30-SEP-2014	Reg 09-JUN-2015	Registered
DINING ALLIANCE, LLC	DINING ALLIANCE DINING ALLIANCE	App 86096973	Reg 4547437	App 21-OCT-2013	Reg 10-JUN-2014	Registered
CONSOLIDATED CONCEPTS, LLC	CONSOLIDATED CONCEPTS CONSOLIDATED CONCEPTS	App 85473067	Reg 4150264	App 15-NOV-2011	Reg 29-MAY-2012	Registered
DINING ALLIANCE, LLC	CONSOLIDATED CONCEPTS 	App 85402469	Reg 4236176	App 19-AUG-2011	Reg 06-NOV-2012	Registered
SAVEMORE, LLC	SAVEMORE BUYING GROUP SAVEMORE	App 85396828	Reg 4145717	App 12-AUG-2011	Reg 22-MAY-2012	Cancelled
DINING ALLIANCE, LLC	DINING ALLIANCE Dining Alliance	App 77232421	Reg 3482630	App 18-JUL-2007	Reg 05-AUG-2008	Renewed (Registered) Supplemental Register
BUYERS EDGE, LLC	BUYERS EDGE BUYERS EDGE	App 78401770	Reg 3323820	App 14-APR-2004	Reg 30-OCT-2007	Renewed (Registered)

Trademark Applications

None.

Trademark Licenses

None.