

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM827111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OMNIA PARTNERS, INC.		07/25/2023	Corporation: DELAWARE
National Intergovernmental Purchasing Alliance Company		07/25/2023	Corporation: DELAWARE
TCPN Management Group LLC		07/25/2023	Limited Liability Company: DELAWARE
Corporate United, Inc.		07/25/2023	Corporation: OHIO
Buyers Access LLC		07/25/2023	Limited Liability Company: DELAWARE
NCPA LLC		07/25/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5515199	OMNIA PARTNERS	
<b>Registration Number:</b>	4939111	NATIONAL IPA	
<b>Registration Number:</b>	5001059	NATIONAL IPA	
<b>Registration Number:</b>	3129279	CORPORATE UNITED	
<b>Registration Number:</b>	5211700	THE PERFORMANCE GPO	
<b>Registration Number:</b>	2685335	BUYERS ACCESS	
<b>Registration Number:</b>	4635934	NCPA NATIONAL COOPERATIVE PURCHASING ALL	
<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>			

OP \$190.00 5515199

**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

<b>NAME OF SUBMITTER:</b>	Sophie Bolt
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<b>SIGNATURE:</b>	/Sophie Bolt/
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<b>DATE SIGNED:</b>	07/26/2023
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated July 25, 2023 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Barclays Bank PLC, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, reference is made to that certain (i) Credit Agreement, dated as of July 25, 2023 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), among OMNIA Partners, LLC, a Delaware limited liability company (the “Borrower”), OMNIA Partners, Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto, Barclays Bank PLC, as Administrative Agent, Collateral Agent and an L/C Issuer, and the other parties party thereto, and (ii) Security Agreement, dated as of July 25, 2023 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in **Schedule A** hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in **Schedule B** hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

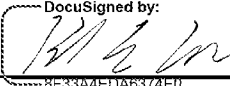
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

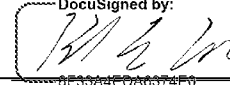
[Signature Pages Follow]

**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its Responsible Officer thereunto duly authorized as of the date first written above.

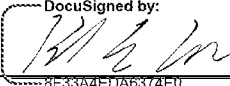
**OMNIA PARTNERS, INC.**

DocuSigned by:  
By:   
Name: Kent Capps  
Title: Chief Financial Officer and Treasurer

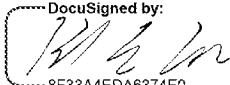
**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY**

DocuSigned by:  
By:   
Name: Kent Capps  
Title: Chief Financial Officer and Treasurer

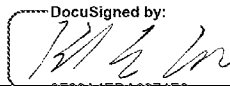
**TCPN MANAGEMENT GROUP, LLC**

DocuSigned by:  
By:   
Name: Kent Capps  
Title: Chief Financial Officer and Treasurer

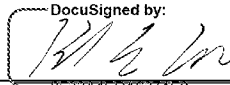
**CORPORATE UNITED, INC.**

DocuSigned by:  
By:   
Name: Kent Capps  
Title: Chief Financial Officer and Treasurer

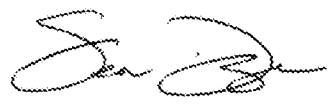
**BUYERS ACCESS, LLC**

DocuSigned by:  
By:   
Name: Kent Capps  
Title: Chief Financial Officer and Treasurer

**NCPA LLC**

DocuSigned by:  
By:   
Name: Kent Capps  
Title: Chief Financial Officer and Treasurer

**BARCLAYS BANK PLC**, as Collateral Agent

By: \_\_\_\_\_

Name: Sean Duggan

Title: Director

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE A**

**U.S. PATENT REGISTRATIONS AND APPLICATIONS**

**Patents:**

Issued Patents:

None.

Patent Applications:

None.

**SCHEDULE B****U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS****Trademarks:**

Registered Trademarks:

<b><u>Trademark Title</u></b>	<b><u>Filing Date</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Owner</u></b>
OMNIA PARTNERS	06/15/2017	87490202	5515199	07/10/2018	OMNIA Partners, Inc.
NATIONAL IPA	02/12/2016	86533261	4,939,111	04/19/2016	National Intergovernmental Purchasing Alliance Company
NATIONAL IPA & Design	02/12/2015	86533280	5,001,059	07/19/2016	National Intergovernmental Purchasing Alliance Company
CORPORATE UNITED	07/21/2005	78675311	3,129,279	08/15/2006 Renewed: 08/15/2016	Corporate United, Inc.
THE PERFORMANCE GPO	12/10/2015	86845347	5,211,700	05/30/2017	Corporate United, Inc.
BUYERS ACCESS	07/13/2000	76150787	2685335	02/11/2003	Buyers Access LLC
NCPA NATIONAL COOPERATIVE PURCHASING ALLIANCE & DESIGN	01/10/2014	86162347	4635934	11/11/2014	NCPA LLC

Trademark Applications:

None.



**SCHEDULE C**

**U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyrights**

Registered Copyrights:

<b><u>Title</u></b>	<b><u>Registration Number</u></b>	<b><u>Publication Date</u></b>	<b><u>Registration Date</u></b>	<b><u>Owner</u></b>
The Four Ps of Procurement (print material)	TX0007985713	11/21/2014	11/28/2014	Corporate United, Inc.

Copyright Applications:  
None.