

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P. (Collateral Agent)		12/01/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PURCHASING POWER, LLC		
Street Address:	1349 West Peachtree Street NW, Suite 1100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4157332		
Serial Number:	86794304	PURCHASING POWER	
CORRESPONDENCE DATA			
Fax Number:	2029425999		
<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>			
Phone:	202.942.5000		
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		
NAME OF SUBMITTER:	Deidrie Alex Stone		
SIGNATURE:	/Deidrie Alex Stone/		
DATE SIGNED:	12/01/2016		
Total Attachments: 4			
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RELEASE

RELEASE OF TRADEMARK SECURITY INTERESTS dated as of December 1, 2016 (this "**Release**"), by Goldman Sachs Specialty Lending Group, L.P., as collateral agent under the Note Purchase 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 Note Purchase Agreement, unless otherwise specified herein.

A. Reference is made to (a) the Pledge and Security Agreement dated as of November 18, 2015 (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 Note Purchase and Guaranty Agreement dated as of November 18, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), among Company, Holdings, the Purchasers from time to time party thereto and the Administrative Agent and Collateral Agent and (c) the Trademark Security Agreement dated as of November 18, 2015, among Company, Holdings and the Collateral Agent (the "**Trademark Security Agreement**" and, together with the documents set forth in clauses (a) and (b), the "**2015 Security Agreements**").

B. Pursuant to the 2015 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 November 18, 2015 at Reel/Frame 5672/0160.

C. Company has informed the Collateral Agent that, (i) pursuant to the Note Purchase and Guaranty Agreement dated as of December 1, 2016 (the "**2016 Note Purchase Agreement**") by and among Company, Holdings, the purchasers thereto and Goldman Sachs Specialty Lending Group, L.P., as collateral agent (the "**2016 Collateral Agent**"), all such right title and interest of the Grantors in their Trademark Collateral has been granted to the 2016 Collateral Agent for the benefit of the secured parties under the 2016 Note Purchase Agreement, and (ii) a Trademark Security Agreement dated as of December 1, 2016, among the Grantors and the 2016 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 2015 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.

[Remainder of page intentionally left blank]

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: Justin Betzen
Name: Justin Betzen
Title: Senior Vice President

{Signature Page to Trademark Release (2015)}

TRADEMARK
REEL: 005932 FRAME: 0141

Schedule I

Trademarks

Trademark Registrations

<u>Mark</u>	<u>Registration #/ Application Serial #</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Registration Date (if applicable)</u>	<u>Owner of Record</u>	<u>Present Status</u>
	4157332	USPTO	10/12/2011	06/12/2012	Purchasing Power, LLC	Registered

Trademark Applications

<u>Mark</u>	<u>Registration #/ Application Serial #</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Registration Date (if applicable)</u>	<u>Owner of Record</u>	<u>Present Status</u>
PURCHASING POWER	86794304	USPTO	10/21/2015		Purchasing Power, LLC	Pending

Trademark Licenses

None.