

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508891

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PURCHASING POWER, LLC		02/06/2019	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comvest Capital IV, L.P., as Agent		
<b>Street Address:</b>	525 Okeechobee Boulevard		
<b>Internal Address:</b>	Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4157332		
<b>Registration Number:</b>	4977373	PURCHASING POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129408776		
<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>	212.940.6562		
<b>Email:</b>	joanne.arnold@kattenlaw.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten Muchin Rosenman LLP		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		
<b>DATE SIGNED:</b>	02/06/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2019, is made by PURCHASING POWER, LLC, a Georgia limited liability company (“Grantor”), in favor of COMVEST CAPITAL IV, L.P. as Agent under the Credit Agreement defined below (in such capacity, the “Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof, by and among Grantor, Purchasing Power Holdings, LLC, a Delaware limited liability company (“Holdings”), Power Platform, LLC, a Georgia limited liability company (“Power”), the Lenders party thereto from time to time, and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to extend to Grantor a Term Loan;

WHEREAS, the Lenders are willing to extend to Grantor a Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent that certain Pledge and Security Agreement dated as of even date herewith, by and among Grantor, Holdings, the other parties party thereto from time to time and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Pledge and Security Agreement”); and

WHEREAS, pursuant to the Pledge and Security Agreement and the Credit Agreement, Grantor is required to execute and deliver to the Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses, including the U.S. Trademark registrations and applications referred to on Schedule I hereto;
- (b) all extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all Proceeds of the foregoing; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law or in any Trademark License where the grant of a security interest would invalidate the license.

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

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks that qualify as Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks that are registrations (or applications therefor). Without limiting any of Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Agent in all Collateral, whether or not listed on Schedule I.

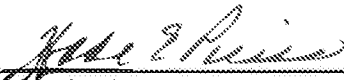
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. APPLICABLE LAW. THIS TRADEMARK SECURITY 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 ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

*[signature page follows]*

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

**PURCHASING POWER, LLC**

By:   
Name: Wade Pierce  
Title: Chief Financial Officer

Accepted and Acknowledged:

COMVEST CAPITAL IV, L.P., as Agent


By: 

Name: Jason Gelberd

Title: Partner

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Registration No.	Jurisdiction	Filing Date	Registration Date	Owner of Record	Present Status
	4157332	USPTO	10/12/2011	06/12/2012	Purchasing Power, LLC	Registered
PURCHASING POWER	4977373	USPTO	10/21/2015	06/14/2016	Purchasing Power, LLC	Registered