

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509080

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (COLLATERAL AGENT)		02/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PURCHASING POWER, LLC
Street Address:	1349 West Peachtree St. NW
Internal Address:	Suite 1100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Limited Liability Company: GEORGIA
Name:	PURCHASING POWER HOLDINGS, LLC
Street Address:	1349 WEST PEACHTREE STREET NW
Internal Address:	SUITE 1100
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4157332	

CORRESPONDENCE DATA

Fax Number: 2128366229

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: 212.836.7359

Email: Elisa.Zheng@arnoldporter.com, elisabeth.richards@arnoldporter.com

Correspondent Name: Elisa Zheng

Address Line 1: 250 West 55th Street

TRADEMARK

Address Line 4:	New York, NEW YORK 10019-9710
ATTORNEY DOCKET NUMBER:	0020439-00083
NAME OF SUBMITTER:	Elisa Zheng
SIGNATURE:	/Elisa Zheng/
DATE SIGNED:	02/07/2019
Total Attachments: 3 source=Goldman - PP - Trademark Security Agreement Release - of 2011 TSA#page1.tif source=Goldman - PP - Trademark Security Agreement Release - of 2011 TSA#page2.tif source=Goldman - PP - Trademark Security Agreement Release - of 2011 TSA#page3.tif	

RELEASE

This RELEASE OF TRADEMARK SECURITY INTERESTS dated as of February [6], 2019 (this “**Release**”), is by Goldman Sachs Specialty Lending Group, L.P., as collateral agent under the Credit 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 Credit Agreement, unless otherwise specified herein.

A. Reference is made to (a) the Pledge and Security Agreement dated as of October 14, 2011 (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 Credit and Guaranty Agreement dated as of October 14, 2011 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Company, Holdings, the lenders from time to time party thereto and the Collateral Agent, as collateral agent, administrative agent, syndication agent, documentation agent, lead arranger and a lead agent, and Fortress Credit Corp., as a lead agent, and (c) the Trademark Security Agreement dated as of October 14, 2011, among Company and Holdings in favor of the Collateral Agent (the “**Trademark Security Agreement**” and, together with the documents set forth in clauses (a) and (b), the “**2011 Security Agreements**”).

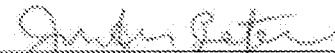
B. Pursuant to the 2011 Security Agreements, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in their Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks of the Grantors set forth on Schedule I hereto, which security interests were recorded with the United States Patent and Trademark Office on October 19, 2011 at Reel/Frame 004644/0022. The Grantors have paid all of the Obligations under the Credit Agreement that are secured by the Grantors’ right, title and interest in the Trademark Collateral. Accordingly, the Grantors request 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 2011 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.


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: 
Name: Justin Betz
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT RELEASE

Trademark Registrations

Mark	Registration #/ Application Serial #	Filing Date	Registration Date (if applicable)	Class of Goods or Services	Description of Goods or Services	Owner of Record	Present Status
PurchasingPower	76-028720	4/18/2000	n/a		Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Abandoned
Workerperks	76-028669	4/18/2000	n/a		Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Abandoned
Givingpower	76-016080	4/3/2000	n/a		Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Abandoned
Payroll Purchasing	2532942	4/3/2000	01/22/2002		Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Cancelled
ECP2	2964959	8/15/2003	07/05/2005		Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Registered
Purchasing Power	3478873	4/20/2007	08/05/2008		Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Registered
	4157332/ 85445428	10/12/2011	06/12/2012	35, 36	Computerized online retail store, services utilized: Payroll deduction	Purchasing Power, LLC	Registered

Trademark Licenses

None.

TRADEMARK

RECORDED: 02/07/2019

REEL: 006553 FRAME: 0885