

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement filed February 6, 2023 at Reel/Frame 7961/0649		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		07/25/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	NCPA LLC		
Street Address:	5001 Aspen Grove Dr., Suite 600		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4635934	NCPA NATIONAL COOPERATIVE PURCHASING ALL	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		
DATE SIGNED:	07/26/2023		
Total Attachments: 8			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Barclays Bank PLC, as Collateral Agent

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank, USA

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 25, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement filed February 6, 2023 at Reel/Frame 7961/0649

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NCPA LLC

Street Address: 5001 Aspen Grove Dr., Suite 600

City: Franklin

State: TN

Country: USA Zip: 37067

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship TX, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Senior Paralegal (Intellectual Property)/Cahill Gordon & Reindel LLP

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

July 25, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 008144 FRAME: 0934

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 25, 2023 (the “Effective Date”), is made by Barclays Bank PLC, in its capacity as Collateral Agent (the “Agent”), in favor of the grantors identified on the signature page hereto (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of May 23, 2018, by and among the Agent, the applicable Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), each Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the applicable Grantors executed and delivered for recordal with the United States Patent and Trademark Office (i) a Trademark Security Agreement, dated as of May 23, 2018 (the “2018 Trademark Security Agreement”), (ii) a Trademark Security Agreement, dated as of May 25, 2021 (the “2021 Trademark Security Agreement”), (iii) a Trademark Security Agreement, dated as of January 28, 2022 (the “2022 Trademark Security Agreement”), and (iv) a Trademark Security Agreement, dated as of January 30, 2023 (the “2023 Trademark Security Agreement” and, together with the 2018 Trademark Security Agreement, the 2021 Trademark Security Agreement and the 2022 Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, (i) the 2018 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 24, 2018 at Reel/Frame 6335/0448, (ii) the 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 25, 2021 at Reel/Frame 7305/0789, (iii) the 2022 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 28, 2022 at Reel/Frame 7589/0397 and (iv) the 2023 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 6, 2023 at Reel/Frame 7961/0649;

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

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

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably

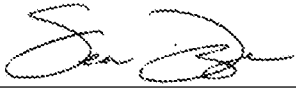
requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BARCLAYS BANK PLC, as Agent

By: 
Name: Sean Duggan
Title: Director

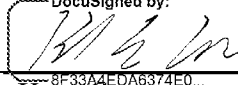
[Signature Page to Trademark Release (First Lien)]

TRADEMARK
REEL: 008144 FRAME: 0937

GRANTORS:

**COMMUNITIES PROGRAM MANAGEMENT,
LLC**

**By: OMNIA PARTNERS, LLC
Its: Sole Member**

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

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

CORPORATE UNITED, INC.

DocuSigned by:

By: _____
Name: Kent Capps
Title: Chief Financial Officer and Treasurer

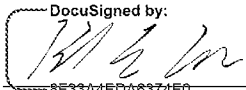
BUYERS ACCESS LLC

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

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel/Frame 6335/0448

U.S. Trademarks:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
TCPN Management Group LLC	TCPN, THE COOPERATIVE PURCHASING NETWORK & Design		5,084,935 11/22/2016
TCPN Management Group LLC	TCPN		4,960,099 05/17/2016
National Intergovernmental Purchasing Alliance Company	NATIONAL IPA		4,939,111 04/19/2016
National Intergovernmental Purchasing Alliance Company	NATIONAL IPA A PROVISTA COMPANY & Design		4,995,886 07/12/2016
National Intergovernmental Purchasing Alliance Company	NATIONAL IPA & Design		5,001,059 07/19/2016
Corporate United, Inc.	CORPORATE UNITED		3,129,279 08/15/2006 Renewed: 08/15/2016
Corporate United, Inc.	THE PERFORMANCE GPO		5,211,700 05/30/2017

US Trademark Applications:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
OMNIA Partners, Inc.	OMNIA PARTNERS	87490202 (Pending ITU) 06/15/2017	

Reel/Frame 7305/0789

U.S. Trademarks:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Communities Program Management, LLC	U.S. COMMUNITIES	90091614 08/04/2020	6299356 03/23/2021

Reel/Frame 7589/0397

U.S. Trademarks:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Buyers Access LLC	BUYERS ACCESS		2685335 2/11/2003

Reel/Frame 7961/0649

U.S. Trademarks:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
NCPA LLC	NCPA NATIONAL COOPERATIVE PURCHASING ALLIANCE & DESIGN		4635934 11/11/2014