

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362888

<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		11/18/2015	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P.		
<b>Street Address:</b>	6011 Connection Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<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>Serial Number:</b>	86794304	PURCHASING POWER	
<b>Registration Number:</b>	4157332		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127151399		
<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>	202.942.5000		
<b>Email:</b>	deidrie.alex.stone@aporter.com, elisabeth.richards@aporter.com, roberta.horton@aporter.com		
<b>Correspondent Name:</b>	Deidrie Alex Stone		
<b>Address Line 1:</b>	399 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-4690		
<b>ATTORNEY DOCKET NUMBER:</b>	0020439.00072		
<b>NAME OF SUBMITTER:</b>	Deidrie Alex Stone		
<b>SIGNATURE:</b>	/Deidrie Alex Stone/		
<b>DATE SIGNED:</b>	11/18/2015		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2015, is made by PURCHASING POWER, LLC, a Georgia limited liability company (“Company”), and PURCHASING POWER HOLDINGS, LLC, a Delaware limited liability company (“Holdings” and, together with Company, each a “Grantor” and together the “Grantors”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent under the Note Purchase Agreement defined below (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase and Guaranty Agreement dated as of the date hereof, by and among Company, Holdings, the Purchasers party thereto from time to time, the Collateral Agent and Goldman Sachs Specialty Lending Group, L.P., as administrative agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Note Purchase Agreement”), the Purchasers have agreed to purchase Notes from Company;

WHEREAS, the Purchasers are willing to purchase Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent that certain Pledge and Security Agreement dated as of even date herewith, by and among Company, Holdings and the Collateral 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 Note Purchase Agreement, each Grantor is required to execute and deliver to the Collateral 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, each 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 Note Purchase Agreement or Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for its benefit and the benefit of the Secured Parties, a continuing first priority security interest in all of such 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 Trademark registrations and applications referred to on Schedule I hereto;

- (b) all reissues, continuations, 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, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; 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 Collateral Agent, for its benefit and the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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 any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks. Without limiting any of the Grantor's obligations under this Section 4, each Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such 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 Collateral 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.

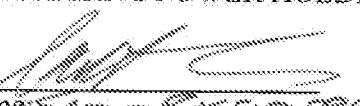
*[signature page follows]*

IN WITNESS WHEREOF, each 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: SWT ROSENBERG  
Title: CEO

PURCHASING POWER HOLDINGS LLC

By:   
Name: SWT ROSENBERG  
Title: CEO


Accepted and Acknowledged:

GOLDMAN SACHS SPECIALTY  
LENDING GROUP, L.P., as Collateral Agent

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

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Registration #/ Application Serial #	Jurisdiction	Filing Date	Registration Date (if applicable)	Owner of Record	Present Status
	4157332	USPTO	10/12/2011	06/12/0212	Purchasing Power, LLC	Registered

Trademark Applications

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

Trademark Licenses

None.