CH \$40.00 86533

ETAS ID: TM399042

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Agent		09/19/2016	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	National Intergovernmental Purchasing Alliance Company		
Street Address:	ress: 725 Cool Springs Blvd., Cool Springs III		
Internal Address:	ternal Address: Suite 100		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type: Corporation: DELAWARE			

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark	
Serial Number:	86533261	NATIONAL IPA	

CORRESPONDENCE DATA

Fax Number: 6785532602

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: (678) 553-2601 Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	155578.010100
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	09/19/2016

Total Attachments: 3

source=Vizient (NIPA Release) - Trademark Release (NIPA)#page1.tif source=Vizient (NIPA Release) - Trademark Release (NIPA)#page2.tif source=Vizient (NIPA Release) - Trademark Release (NIPA)#page3.tif

TRADEMARK
REEL: 005879 FRAME: 0365

900378600

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "<u>Release</u>"), dated as of September 19, 2016 (the "<u>Effective Date</u>"), is made by Barclays Bank PLC, in its capacity as Agent (the "<u>Agent</u>"), in favor of National Intergovernmental Purchasing Alliance Company, a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of February 11, 2016, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Guaranty and Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor, and certain other parties, executed and delivered a Trademark Security Agreement, dated as of February 11, 2016 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 16, 2016 at Reel/Frame 5732/0303;

NOW, THEREFORE, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release, dated September 19, 2016, by and among the Agent and Vizient, Inc., a Delaware corporation, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral and the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guaranty and Security Agreement or the Trademark Security Agreement, 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 registrations and applications set forth Schedule I attached hereto, all renewals of the foregoing and all goodwill associated with the foregoing, arising under the Guaranty and Security Agreement and the Trademark Security Agreement (the "Released Trademark Collateral").
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (the "<u>Retained Collateral</u>"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral.
- 4. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

TRADEMARK REEL: 005879 FRAME: 0366 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, acting in its capacity as Agent for the Secured Parties

By:_________

Name: Vanessa A, Kurbatskiy

Title: Vice President

[Vizient - Trademark Release (NIPA)]

SCHEDULE I

			Serial No.	Reg. No.
	Owner	Trademark	Filing Date	Reg. Date
1.	National	NATIONAL IPA	86533261	4939111
	Intergovernmental		02/12/2015	04/19/2016
	Intergovernmental Purchasing Alliance			
	Company			

RECORDED: 09/19/2016

TRADEMARK REEL: 005879 FRAME: 0368