

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343146

| | | | |
|----------------------------------|---|--|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NAS, LLC | | 06/01/2015 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| NATIONWIDE MARKETING GROUP, LLC | | 06/01/2015 | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | ARES CAPITAL CORPORATION, AS AGENT | | |
| Street Address: | C/O ARES MANAGEMENT, 245 PARK AVENUE, 44TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3947219 | NATIONWIDE MARKETING GROUP, LLC APPLIANC | |
| Registration Number: | 3646725 | NRC NATIONWIDE RENTAL COALITION NRCUS.CO | |
| Registration Number: | 3618171 | SMART SAVER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 312.577.8574 | | |
| Email: | humberto.aquino@kattenlaw.com | | |
| Correspondent Name: | HUMBERTO AQUINO C/O KATTEN MUCHIN | | |
| Address Line 1: | 525 W. MONROE STREET | | |
| Address Line 4: | CHICAGO, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 337285-43 | | |
| NAME OF SUBMITTER: | HUMBERTO AQUINO | | |
| SIGNATURE: | /HUMBERTO AQUINO/ | | |
| DATE SIGNED: | 06/02/2015 | | |

CH \$90.00 3947219

Total Attachments: 5

source=Second Lien Trademark Security Agreement#page1.tif

source=Second Lien Trademark Security Agreement#page2.tif

source=Second Lien Trademark Security Agreement#page3.tif

source=Second Lien Trademark Security Agreement#page4.tif

source=Second Lien Trademark Security Agreement#page5.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 1, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN NEWSTAR FINANCIAL INC., AS THE FIRST LIEN AGENT AND ARES CAPITAL CORPORATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

June 1, 2015

WHEREAS, each signatory hereto (each referred to herein as "Grantor"), owns the Trademarks as set forth on Schedule 1 annexed hereto opposite its name and is a party to the Trademark Licenses as set forth on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among NAS, LLC ("NAS"), Nationwide Marketing Group, LLC ("NMG") and Nationwide Administrative Services, Inc. ("NWAS"), and together with NAS and NMG, the "Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Ares Capital Corporation, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Second Lien Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among each Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein

collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

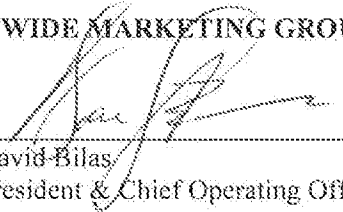
[signature pages follow]

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

NAS, LLC


By: 
Name: David Bilas
Title: President & Chief Operating Officer

NATIONWIDE MARKETING GROUP, LLC

By: 
Name: David Bilas
Title: President & Chief Operating Officer



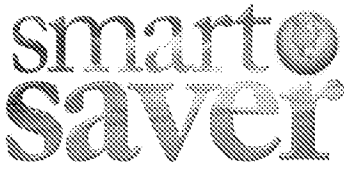
ACKNOWLEDGED:

ARES CAPITAL CORPORATION, as Agent

By: 
Name: Joshua M. Bloomstein
Title: Authorized Signatory

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

| Loan Party | Trademarks | Registration/ Application Number | Registration Date/ Application Date | Jurisdiction |
|---------------------------------------|--|---|--|---------------------|
| Nationwide Marketing Group, LLC |  | 3947219/ 85091271 | 4/19/2011/ 7/23/2010 | USA |
| |  | 3646725/ 77624334 | 6/30/2009/ 12/2/2008 | USA |
| NAS, LLC |  | 3618171/ 77330786 | 5/12/2009/ 11/15/2007 | USA |

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.