

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAPA Management Services Corporation		04/19/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Second Lien Collateral Agent		
Street Address:	245 Park Avenue, 44th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4925045	NAPA NORTH AMERICAN PARTNERS IN ANESTHES	
Registration Number:	4907031	NAPA	
Serial Number:	86894175	NAPA SERVICE EXPERIENCE	
Registration Number:	4804756	NAPA PEAK PERFORMANCE2	
Registration Number:	4699194	NORTH AMERICAN PARTNERS IN ANESTHESIA	
Registration Number:	4692030	ONE EXCEPTIONAL EXPERIENCE AT A TIME . .	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	05/04/2016		

CH \$165.00 4925045

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2016, between NAPA MANAGEMENT SERVICES CORPORATION, a New York corporation (the “*Grantor*”), and ARES CAPITAL CORPORATION, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, NMSC Holdings, Inc., a Delaware corporation (the “*Issuer*”), ASP NAPA Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Purchasers party thereto and Ares Capital Corporation, as Collateral Agent and Administrative Agent, are parties to a Second Lien Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Note Purchase Agreement*”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Second Lien Security Agreement*”), among the Issuer, the Guarantors party thereto and Ares Capital Corporation, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Second Lien Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Second Lien Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the 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 now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the 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;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

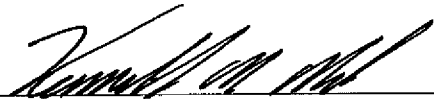
THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Second Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Second Lien Trademark Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

[Signature Pages Follow]

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

NAPA MANAGEMENT SERVICES CORPORATION

By: 

Name: Kenneth M. Miles

Title: Chief Financial Officer and Executive Vice
President

Acknowledged:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name: Mitchell Goldstein
Title: Authorized Signatory

**Schedule 1
to Second Lien Trademark Security Agreement**

NAPA MANAGEMENT SERVICES CORPORATION

TRADEMARKS

Title	Filing Date/ Issued Date	Status (Application/ Registered)	Application/ Registration No.
	July 15, 2014	Registered	86337538
	March 29, 2016		4925045
	July 15, 2014	Registered	86337559
	March 1, 2016		4907031
NAPA SERVICE EXPERIENCE	February 2, 2016	Applied	86894175
	December 23, 2013	Registered	86150725
	September 1, 2015		4804756
	July 15, 2014	Registered	86/337,536
	March 10, 2015		4699194
	July 15, 2014	Registered	86/337,566
	February 24, 2015		4692030

TRADEMARK LICENSES

None.