

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455918

<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>
NCP Finance Limited Partnership		12/21/2017	Limited Partnership: OHIO
NCP SPV Ohio, LLC		12/21/2017	Limited Liability Company: OHIO
NCP SPV Texas, L.P.		12/21/2017	Limited Partnership: OHIO
NCP Finance Ohio, LLC		12/21/2017	Limited Liability Company: OHIO
DRKE NCP, LLC		12/21/2017	Limited Liability Company: OHIO
Leisure Class Properties, LLC		12/21/2017	Limited Liability Company: OHIO
NCP Holdings, L.P.		12/21/2017	Limited Partnership: OHIO
Plan B Realty, LLC		12/21/2017	Limited Liability Company: OHIO
NCP SPV GP, LLC		12/21/2017	Limited Liability Company: OHIO
Needmore Partners, Inc.		12/21/2017	Corporation: OHIO
NMCapital, Inc.		12/21/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victory Park Management, LLC, as Administrative Agent		
<b>Street Address:</b>	150 N. Riverside Plaza, Suite 5200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5165525	NCP FINANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$40.00 5165525

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312.577.8034  
**Email:** oscar.ruiz@kattenlaw.com  
**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	341307-164
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<b>NAME OF SUBMITTER:</b>	Oscar Ruiz
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<b>SIGNATURE:</b>	/Oscar Ruiz/
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<b>DATE SIGNED:</b>	12/26/2017
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**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 21, 2017 by NCP SPV OHIO, LLC, an Ohio limited liability company, NCP SPV TEXAS, L.P., an Ohio limited partnership (collectively, the "Borrowers") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of VICTORY PARK MANAGEMENT, LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of December 21, 2017 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all rights of any kind whatsoever of such Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other Proceeds now or hereafter due or payable with respect to any and all of the foregoing (other than Excluded Property); and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

SECTION 3. Recordation. Each Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

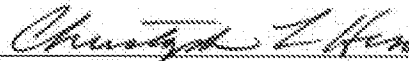
SECTION 7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

SECTION 8. Termination. Upon the occurrence of the Termination Date, upon written request of the Borrowers, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form (without recourse and without representation or warranty of any kind, either express or implied) releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


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

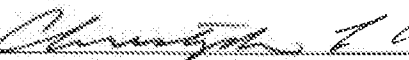
**NCP FINANCE LIMITED PARTNERSHIP,**  
as an Operating Guarantor

By   
Name: Christopher L. Henn  
Title: Chief Financial Officer and Executive  
Vice President


**NCP SPV OHIO, LLC,**  
as a Borrower

By   
Name: Christopher L. Henn  
Title: Chief Financial Officer and Executive  
Vice President

**NCP SPV TEXAS, L.P.,**  
as a Borrower

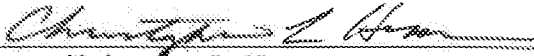
By   
Name: Christopher L. Henn  
Title: Chief Financial Officer and Executive  
Vice President

**NCP FINANCE OHIO, LLC,**  
as an Operating Guarantor

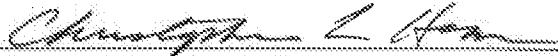
By   
Name: Christopher L. Henn  
Title: Chief Financial Officer and Executive  
Vice President

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**DRKE NCP, LLC,**  
as a Parent Guarantor

By   
Name: Christopher L. Henn  
Title: Vice President and Treasurer

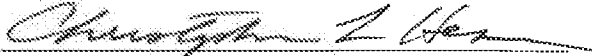
**LEISURE CLASS PROPERTIES, LLC,**  
as a Parent Guarantor

By   
Name: Christopher L. Henn  
Title: Executive Vice President

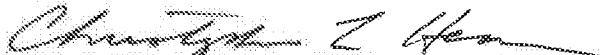
**NCP HOLDINGS, L.P.,**  
as a Parent Guarantor,

By   
Name: Christopher L. Henn  
Title: Chief Financial Officer and Treasurer

**PLAN B REALTY, LLC,**  
as a Guarantor

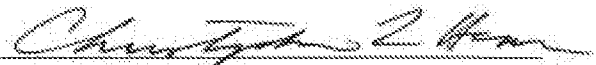
By   
Name: Christopher L. Henn  
Title: : Chief Financial Officer

**NCP SPV GP, LLC,**  
as a Guarantor

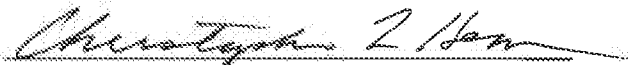
By   
Name: Christopher L. Henn  
Title: Chief Financial Officer and Executive  
Vice President

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**NEEDMORE PARTNERS, INC.,**  
as a Parent Guarantor

By   
Name: Christopher L. Henn  
Title: Executive Vice President

**NMCAPITAL, INC.**  
as a Parent Guarantor

By   
Name: Christopher L. Henn  
Title: Executive Vice President

[Signature Pages Continue]

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Accepted and Agreed:

**VICTORY PARK MANAGEMENT, LLC,**  
as Collateral Agent

By: 

Name: Scott R. Zemnick  
Title: Authorized Signatory



**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
  
**ORIGINAL GUARANTORS**

<b>NAME</b>	<b>ADDRESS</b>
NCP FINANCE LIMITED PARTNERSHIP	NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NCP FINANCE OHIO, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
DRKE NCP, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
LEISURE CLASS PROPERTIES, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NCP HOLDINGS, L.P.	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
PLAN B REALTY, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NCP SPV GP, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NEEDMORE PARTNERS, INC.	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NMCAPITAL, INC.	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409

**SCHEDULE 2**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations:

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
NCP Finance Limited Partnership	5165525	March 21, 2017

Trademark Applications:

TITLE	APPLICATION NUMBER	APPLICATION DATE
N/A	N/A	N/A