

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCP Solutions, LLC		01/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Domestic Bank: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4224470	NCP SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	kelly.branch@alston.com		
Correspondent Name:	Sam Gunn		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sam Gunn		
SIGNATURE:	/Sam Gunn/		
DATE SIGNED:	01/25/2019		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of January 25, 2019, by NCP SOLUTIONS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of SUNTRUST BANK, in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (as defined in the Second Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of March 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, dated as of March 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), by and between Grantor and Administrative Agent, the Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the 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 Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor (other than Excluded Assets), including those listed on Schedule I attached hereto.

SECTION 3. The Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

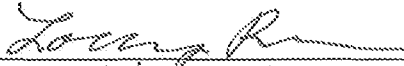
[Signature pages follow]

Grantor:

NCP SOLUTIONS, LLC

By: 
Name: Kent Herring
Title: Chief Financial Officer

SUNTRUST BANK, as Administrative Agent

By: 
Name: Locksley Randle
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
NCP Solutions, LLC	4224470	NCP Solutions

Applications:

None.