

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710089

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARES CAPITAL CORPORATION		02/23/2022	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NAPA MANAGEMENT SERVICES CORPORATION		
<b>Street Address:</b>	68 South Service Road, Suite 350		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4925045	NAPA NORTH AMERICAN PARTNERS IN ANESTHES	
<b>Registration Number:</b>	4907031	NAPA	
<b>Serial Number:</b>	86894175	NAPA SERVICE EXPERIENCE	
<b>Registration Number:</b>	4804756	NAPA PEAK PERFORMANCE2	
<b>Registration Number:</b>	4699194	NORTH AMERICAN PARTNERS IN ANESTHESIA	
<b>Registration Number:</b>	4692030	ONE EXCEPTIONAL EXPERIENCE AT A TIME . .	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312-862-4396		
<b>Email:</b>	noreen.gosselin@kirkland.com		
<b>Correspondent Name:</b>	Noreen Gosselin		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	300 North LaSalle		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	49097-4		
<b>NAME OF SUBMITTER:</b>	Noreen Gosselin		

CH \$165.00 4925045

<b>SIGNATURE:</b>	/Noreen Gosselin/
<b>DATE SIGNED:</b>	02/23/2022
<b>Total Attachments: 4</b>	
source=Ares __ NAPA - 2L Trademark Release#page1.tif	
source=Ares __ NAPA - 2L Trademark Release#page2.tif	
source=Ares __ NAPA - 2L Trademark Release#page3.tif	
source=Ares __ NAPA - 2L Trademark Release#page4.tif	

**TERMINATION AND RELEASE  
OF  
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Termination and Release") dated as of February 23, 2022 from **ARES CAPITAL CORPORATION**, a Maryland corporation, as collateral agent for itself and the other Secured Parties (in such capacity, the "Collateral Agent"), to **NAPA MANAGEMENT SERVICES CORPORATION**, a New York corporation (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor executed and delivered that certain Second Lien Trademark Security Agreement, dated as of April 19, 2016, in favor of the Collateral Agent (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the "Trademark Agreement");

WHEREAS, pursuant to the Trademark Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral, including the Trademarks set forth on Schedule 1 attached hereto;

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 4, 2016 at Reel 005784, Frame 0545; and

WHEREAS, the Grantor has requested that the Collateral Agent release and reassign to the Grantor its interest in all Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees and acknowledges as follows:


1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Agreement, and this Termination and Release shall be subject to the rules of construction set forth in Trademark Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Release of Security Interest. The Collateral Agent hereby releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Collateral Agent pursuant to the Trademark Agreement in, to and under the Trademark Collateral or any other security interest in the Trademarks granted under the Trademark Agreement, without recourse or representation or warranty, express or implied of any kind.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**ARES CAPITAL CORPORATION**, as  
Collateral Agent

By:   
\_\_\_\_\_  
Name: Scott Lem  
Title: Authorized Signatory

**Schedule 1**  
**to**  
**Termination and Release of Second Lien Trademark Security Agreement**  
*(see attached)*

**Schedule 1**  
**to Second Lien Trademark Release and Termination**

**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.