

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NAPA MANAGEMENT SERVICES CORPORATION		02/23/2022	Corporation: NEW YORK
AMERICAN ANESTHESIOLOGY, INC.		02/23/2022	Corporation: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	Barclays Bank PLC, as collateral agent
<b>Street Address:</b>	745 SEVENTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Public Limited Company: ENGLAND

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2172345	S
Registration Number:	2174366	S
Registration Number:	3612989	CLINICAL NAVIGATION SYSTEM
Registration Number:	3952942	AMERICAN ANESTHESIOLOGY
Registration Number:	4210374	QUANTUM CNS
Registration Number:	4313332	QUANTUM CLINICAL NAVIGATION SYSTEM
Registration Number:	4692030	ONE EXCEPTIONAL EXPERIENCE AT A TIME . .
Registration Number:	4699194	NORTH AMERICAN PARTNERS IN ANESTHESIA
Registration Number:	4804756	NAPA PEAK PERFORMANCE2
Registration Number:	4907031	NAPA
Registration Number:	4925045	NAPA NORTH AMERICAN PARTNERS IN ANESTHES
Registration Number:	5040487	NAPA SERVICE EXPERIENCE
Registration Number:	5213022	NAPA NOTIFY
Registration Number:	5238362	TBAR
Registration Number:	5290006	NAPA EVALUATE
Registration Number:	6612802	NAPA NORTH AMERICAN PARTNERS IN ANESTHES
Registration Number:	6612804	NAPA

CH \$440.00 2172345

**CORRESPONDENCE DATA****Fax Number:** 2125305219*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.***Phone:** 2125305243**Email:** dcip@milbank.com, ehyla@milbank.com**Correspondent Name:** Eric Hyla, Esq.**Address Line 1:** 55 Hudson Yards**Address Line 2:** Milbank, LLP**Address Line 4:** New York, NEW YORK 10001-2163**ATTORNEY DOCKET NUMBER:** 28804.00101**NAME OF SUBMITTER:** Eric Hyla**SIGNATURE:** /Eric Hyla/**DATE SIGNED:** 03/12/2022**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2022, between NAPA MANAGEMENT SERVICES CORPORATION, a New York corporation (the “**Borrower**”), AMERICAN ANESTHESIOLOGY, INC., a Florida corporation (together with the Borrower, each a “**Grantor**” and collectively the “**Grantors**”) and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, the Grantors collectively own the Trademark Collateral (as defined below);

WHEREAS, the Borrower, ASP NAPA Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Barclays Bank PLC, as Collateral Agent and Administrative Agent, are parties to that certain Credit Agreement, dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the other Grantors party thereto and Barclays Bank PLC, 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 Trademark Security Agreement), each 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 such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, capitalized terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the 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 Security Agreement, each Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, 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 now owned or existing or hereafter acquired or arising:

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

(ii) 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 each Grantor to the Grantee pursuant to the Security Agreement. Each 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 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 Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first written above.

**NAPA MANAGEMENT SERVICES  
CORPORATION, as Grantor**

By:   
Name: John Bugos  
Title: Chief Financial Officer

**AMERICAN ANESTHESIOLOGY, INC., as Grantor**

By:   
Name: John Bugos  
Title: Treasurer

Acknowledged:

BARCLAYS BANK PLC,  
as Collateral Agent










By: \_\_\_\_\_

Name: Evan Moriarty  
Title: Vice President

**Schedule 1  
to Trademark Security Agreement**

**TRADEMARKS**

<b>Title</b>	<b>Owner</b>	<b>Filing Date/Issued Date</b>	<b>Status (Application /Registered)</b>	<b>Application No.</b>	<b>Registration No.</b>
S Design 	American Anesthesiology, Inc.	November 13, 1996/ July 14, 1998	Granted	75197718	2172345
S Design 	American Anesthesiology, Inc.	November 13, 1996/ July 21, 1998	Granted	75197481	2174366
CLINICAL NAVIGATION SYSTEM	American Anesthesiology, Inc.	March 29, 2007/ April 28, 2009	Granted	77143613	3612989
AMERICAN ANESTHESIOLOGY	American Anesthesiology, Inc.	December 20, 2010/ April 26, 2011	Granted	85202157	3952942
QUANTUM CNS	American Anesthesiology, Inc.	July 3, 2009/ September 18, 2012	Granted	77774078	4210374
QUANTUM CLINICAL NAVIGATION SYSTEM	American Anesthesiology, Inc.	September 7, 2009/ April 2, 2013	Granted	77821259	4313332
ONE EXCEPTIONAL EXPERIENCE AT A TIME . . . EVERY DAY.	NAPA Management Services Corporation	July 15, 2014/ February 24, 2015	Granted	86337566	4692030
NORTH AMERICAN PARTNERS IN ANESTHESIA.	NAPA Management Services Corporation	July 15, 2014/ March 10, 2015	Granted	86337536	4699194
NAPA PEAK PERFORMANCE	NAPA Management Services Corporation	December 23, 2013/ September 1, 2015	Granted	86150725	4804756

NAPA Logo 	NAPA Management Services Corporation	July 15, 2014/ March 1, 2016	Granted	86337559	4907031
NAPA NORTH AMERICAN PARTNERS IN ANESTHESIA (and Design) 	NAPA Management Services Corporation	July 15, 2014/ March 29, 2016	Granted	86337538	4925045
NAPA SERVICE EXPERIENCE	NAPA Management Services Corporation	February 2, 2016/ September 13, 2016	Granted	86894175	5040487
NAPA NOTIFY	NAPA Management Services Corporation	October 14, 2016/ May 30, 2017	Granted	87203770	5213022
TBAR	NAPA Management Services Corporation	December 20, 2016/ July 4, 2017	Granted	87274996	5238362
	NAPA Management Services Corporation	January 27, 2017/ September 19, 2017	Granted	87315621	5290006
NAPA NORTH AMERICAN PARTNERS IN ANESTHESIA (and Design) (all colors) 	NAPA Management Services Corporation	February 22, 2021/ January 11, 2022	Granted	90540199	6612802
NAPA Logo (and Design) (all colors) 	NAPA Management Services Corporation	February 22, 2021/ January 11, 2022	Granted	90540204	6612804