

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600974

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cleaning Systems, LLC		10/01/2020	Limited Liability Company: WISCONSIN
Transclean, LLC		10/01/2020	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent
Street Address:	500 W Monroe St
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	1929602	TRANSCLEAN
Registration Number:	1938226	PURE SCENT
Registration Number:	1995612	VIVIDRY
Registration Number:	2038970	TUNNEL BRITE
Registration Number:	2178456	CSI
Registration Number:	2192265	LOOKING GLASS
Registration Number:	2193696	SENSATION
Registration Number:	2195688	SPECTRUM
Registration Number:	2232326	TRANSWASH
Registration Number:	2266733	PERFORMIX
Registration Number:	2281492	TRANSCLEAN
Registration Number:	2330605	RUST-BAN
Registration Number:	2432782	BIG DOG EXPRESS WASH
Registration Number:	2437838	THE EDGE
Registration Number:	2514453	WORRYFREE
Registration Number:	2674721	THE ANSWER
Registration Number:	2681395	PEARL

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2686701	LUSTRA FOAM
Registration Number:	2802089	LIFTOFF
Registration Number:	2802096	THEOPTION
Registration Number:	2838094	OPTIMIZER
Registration Number:	2898935	BLAST
Registration Number:	2926175	LUSTRA GIVE YOUR CAR A HUG! PROFESSIONAL
Registration Number:	2936386	BUGGOO
Registration Number:	2936390	SUPERSLICK
Registration Number:	3006915	HORIZON
Registration Number:	3067447	DRI-MAX
Registration Number:	3157906	DYNABRITE
Registration Number:	3157908	AQUAFOAM
Registration Number:	3236991	OFF THE WALL
Registration Number:	3236992	GLO-N-GO
Registration Number:	3264378	CITRICICE
Registration Number:	3311379	DISSOLVE
Registration Number:	3311383	GLO CRÈME PROTECTANT
Registration Number:	3311385	HYDROCLEAR
Registration Number:	3548498	WHEEL GUARD
Registration Number:	3586770	PROSHIELD
Registration Number:	3626583	DYNAEDGE
Registration Number:	3626591	DYNAEDGE
Registration Number:	3626883	ULTRAFLEX
Registration Number:	3626949	INTERSHINE
Registration Number:	3638949	LIVE GREEN ... GET CLEAN
Registration Number:	3639009	EARTH READY
Registration Number:	3668648	INTERGREEN
Registration Number:	3671995	LAUNCH
Registration Number:	3721122	LUSTRASHIELD
Registration Number:	3722280	DYNASHIELD
Registration Number:	3749737	LUSTRASHIELD
Registration Number:	3751878	GOT SHINE?
Registration Number:	3751933	THE EXPERIENCE
Registration Number:	3751956	EXPRESS SHOP
Registration Number:	3757596	LUSTRA
Registration Number:	3809340	CLEARMIX
Registration Number:	3809388	FLOW PACK
Registration Number:	3816433	BRITEC

Property Type	Number	Word Mark
Registration Number:	3827000	TRIUMPH
Registration Number:	3830514	SOLVX
Registration Number:	3833721	AT CARWASHES THAT CARE
Registration Number:	3836684	EVALUEATION
Registration Number:	3853284	IMIX
Registration Number:	3853298	BEYOND THE SHINE
Registration Number:	3925569	BDR
Registration Number:	4178797	CSIMART
Registration Number:	4178816	MIZER
Registration Number:	4221606	CHEMPOD
Registration Number:	4234194	LIQUIBASE
Registration Number:	4234219	FLEXPOD
Registration Number:	4330712	LUSTRALAVA
Registration Number:	5019431	ILEVEL
Registration Number:	5508004	PROSHEEN
Registration Number:	5199679	SALT-HALT
Registration Number:	3233277	WIPEOUT
Registration Number:	1955005	MIRASHIELD
Registration Number:	1938228	THE ONE STEP
Registration Number:	1966263	D-BUG-IT
Registration Number:	1919178	ADVANTAGE
Registration Number:	1911014	WHITE LINE PLUS
Registration Number:	1911012	FREEDOM
Serial Number:	76377050	ACCU WASH
Serial Number:	76377029	LINEAR WASH

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-358

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 10/02/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2020 (this "Agreement"), is made by Cleaning Systems, LLC, a Wisconsin limited liability company and Transclean, LLC, a Wisconsin limited liability company (each a "Grantor" and collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among NCS Holdings III Corp (as successor-in-interest to NCS Merger Corp), National Carwash Solutions, Inc., NCS Holdings II Corp, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantor party hereto is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantors have caused this Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

Very truly yours,


CLEANING SYSTEMS, LLC, a Wisconsin limited liability company

By: 

Name: Jesse Wurth

Title: Chief Operating Officer, Chief Financial Officer and Secretary

TRASCLEAN, LLC, a Wisconsin limited liability company

By: 

Name: Jesse Wurth

Title: Chief Operating Officer, Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Administrative Agent



By: _____

Name: Kyle Wilson


Title: Duly Authorized Signatory


Trademark Security Agreement (NCS)

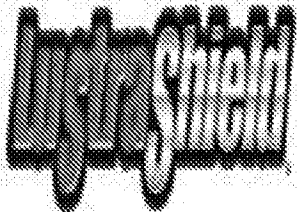
TRADEMARK
REEL: 007068 FRAME: 0138

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner/Assignee
TRASCLEAN	75537224	8/17/1998	1929602	24-Oct-95	TransClean, LLC
PURE SCENT	74570969	9/8/94	1938226	28-Nov-95	Cleaning Systems, LLC
VIVIDRY	74729579	9/15/95	1995612	20-Aug-96	Cleaning Systems, LLC
TUNNEL BRITE	75081651	4/1/96	2038970	18-Feb-97	Cleaning Systems, LLC
	75323608	7/14/97	2178456	4-Aug-98	Cleaning Systems, LLC
LOOKING GLASS	75346435	8/25/97	2192265	29-Sep-98	Cleaning Systems, LLC
SENSATION	75346436	8/25/97	2193696	6-Oct-98	Cleaning Systems, LLC
SPECTRUM	75346434	8/25/97	2195688	13-Oct-98	Cleaning Systems, LLC
TRANSWASH	75461250	4/3/98	2232326	16-Mar-99	Cleaning Systems, LLC
PERFORMIX	75461978	4/3/98	2266733	3-Aug-99	Cleaning Systems, LLC
TRASCLEAN	75537224	8/17/1998	2281492	28-Sep-99	TransClean, LLC
RUST-BAN	75346433	8/25/97	2330605	21-Mar-00	Cleaning Systems, LLC
BIG DOG EXPRESS WASH	75654694	3/5/1999	2432782	6-Mar-01	TransClean, LLC
THE EDGE	75461696	4/3/98	2437838	27-Mar-01	Cleaning Systems, LLC
WORRYFREE	76018276	4/6/00	2514453	4-Dec-01	Cleaning Systems, LLC
THE ANSWER	76377026	3/4/02	2674721	14-Jan-03	Cleaning Systems, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner/Assignee
PEARL	78122545	4/18/02	2681395	28-Jan-03	Cleaning Systems, LLC
LUSTRA FOAM	78120196	4/8/02	2686701	11-Feb-03	Cleaning Systems, LLC
LIFTOFF	76488711	2/10/03	2802089	6-Jan-04	Cleaning Systems, LLC
THEOPTION	76488916	2/10/03	2802096	6-Jan-04	Cleaning Systems, LLC
OPTIMIZER	76511664	5/5/03	2838094	4-May-04	Cleaning Systems, LLC
BLAST	76524174	6/20/03	2898935	2-Nov-04	Cleaning Systems, LLC
	76511662	5/5/03	2926175	15-Feb-05	Cleaning Systems, LLC
BUGGOO	78389826	3/24/04	2936386	29-Mar-05	Cleaning Systems, LLC
SUPERSLICK	78390053	3/24/04	2936390	29-Mar-05	Cleaning Systems, LLC
HORIZON	76528252	7/7/03	3006915	18-Oct-05	Cleaning Systems, LLC
DRI-MAX	78373121	2/24/04	3067447	14-Mar-06	Cleaning Systems, LLC
DYNABRITE	78747504	11/4/05	3157906	17-Oct-06	Cleaning Systems, LLC
AQUAFOAM	78747529	11/04/05	3157908	17-Oct-06	Cleaning Systems, LLC
OFF THE WALL	78914149	6/22/06	3236991	1-May-07	Cleaning Systems, LLC
GLO-N-GO	78914161	6/22/06	3236992	1-May-07	Cleaning Systems, LLC
CITRICICE	78747572	11/4/05	3264378	17-Jul-07	Cleaning Systems, LLC
DISSOLVE	77097592	2/2/07	3311379	16-Oct-07	Cleaning Systems, LLC
GLO CRÈME PROTECTANT	77097714	2/2/07	3311383	16-Oct-07	Cleaning Systems, LLC
HYDROCLEAR	77097749	2/2/07	3311385	16-Oct-07	Cleaning Systems, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner/Assignee
WHEEL GUARD	77378885	1/23/08	3548498	16-Dec-08	Cleaning Systems, LLC
PROSHIELD	77537762	8/3/08	3586770	10-Mar-09	Cleaning Systems, LLC
DYNAEDGE	77594034	10/16/08	3626583	26-May-09	Cleaning Systems, LLC
DYNAEDGE	77594133	10/16/08	3626591	26-May-09	Cleaning Systems, LLC
ULTRAFLEX	77599399	10/23/08	3626883	26-May-09	Cleaning Systems, LLC
INTERSHINE	77632896	12/15/08	3626949	26-May-09	Cleaning Systems, LLC
LIVE GREEN ... GET CLEAN	77614148	11/13/08	3638949	16-Jun-09	Cleaning Systems, LLC
EARTH READY	77614806	11/14/08	3639009	16-Jun-09	Cleaning Systems, LLC
INTERGREEN	77577075	9/23/08	3668648	18-Aug-09	Cleaning Systems, LLC
LAUNCH	77576489	9/23/08	3671995	25-Aug-09	Cleaning Systems, LLC
	77632884	12/15/08	3721122	8-Dec-09	Cleaning Systems, LLC
DYNASHIELD	77742441	5/21/09	3722280	8-Dec-09	Cleaning Systems, LLC
LUSTRASHIELD	77782413	7/16/09	3749737	16-Feb-10	Cleaning Systems, LLC
GOT SHINE?	77780480	7/14/09	3751878	23-Feb-10	Cleaning Systems, LLC
THE EXPERIENCE	77781326	7/15/09	3751933	23-Feb-10	Cleaning Systems, LLC
EXPRESS SHOP	77781709	7/15/09	3751956	23-Feb-10	Cleaning Systems, LLC
LUSTRA	77819124	9/3/09	3757596	9-Mar-10	Cleaning Systems, LLC
CLEARMIX	77742541	5/21/09	3809340	29-Jun-10	Cleaning Systems, LLC
FLOW PACK	77748785	6/1/09	3809388	29-Jun-10	Cleaning Systems, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner/Assignee
BRITEC	77731879	5/7/09	3816433	13-Jul-10	Cleaning Systems, LLC
TRIUMPH	77749589	6/2/09	3827000	3-Aug-10	Cleaning Systems, LLC
SOLVX	77779893	7/13/09	3830514	10-Aug-10	Cleaning Systems, LLC
AT CARWASHES THAT CARE	77780296	7/14/09	3833721	17-Aug-10	Cleaning Systems, LLC
EVALUEATION	77742008	5/21/09	3836684	24-Aug-10	Cleaning Systems, LLC
IMIX	77939131	2/18/10	3853284	28-Sep-10	Cleaning Systems, LLC
BEYOND THE SHINE	77939236	2/18/10	3853298	28-Sep-10	Cleaning Systems, LLC
BDR	85084633	7/14/10	3925569	1-Mar-11	Cleaning Systems, LLC
CSIMART	85480329	11/23/11	4178797	24-Jul-12	Cleaning Systems, LLC
MIZER	85480505	11/23/11	4178816	24-Jul-12	Cleaning Systems, LLC
CHEMPOD	85556551	2/29/12	4221606	9-Oct-12	Cleaning Systems, LLC
LIQUIBASE	85612132	4/30/12	4234194	30-Oct-12	Cleaning Systems, LLC
FLEXPOD	85624836	5/14/12	4234219	30-Oct-12	Cleaning Systems, LLC
LUSTRALAVA	85617149	5/4/12	4330712	7-May-13	Cleaning Systems, LLC
ILEVEL	86601513	4/17/15	5019431	9-Aug-16	Cleaning Systems, LLC
PROSHEEN	87698389	11/27/17	5508004	3-Jul-18	Cleaning Systems, LLC
SALT-HALT	87193667	10/5/16	5199679	9-May-17	Cleaning Systems, LLC
WIPEOUT	78914229	6/22/06	3233277	24-Apr-07	Cleaning Systems, LLC
MIRASHIELD	74653008	3/27/95	1955005	6-Feb-96	Cleaning Systems, LLC
THE ONE STEP	74571212	9/8/94	1938228	28-Nov-95	Cleaning Systems, LLC

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner/Assignee
D-BUG-IT	74564248	8/22/94	1966263	9-Apr-96	Cleaning Systems, LLC
ADVANTAGE	74564250	8/22/94	1919178	19-Sep-95	Cleaning Systems, LLC
WHITE LINE PLUS	74571027	9/8/94	1911014	15-Aug-95	Cleaning Systems, LLC
FREEDOM	74564249	8/22/94	1911012	15-Aug-95	Cleaning Systems, LLC
ACCU WASH	76377050	3/4/2002	76377050	4-Mar-02	TransClean, LLC
LINEAR WASH	76377029	3/4/2002	76377029	4-Mar-02	TransClean, LLC

2. Trademark Applications:

Trademark	Serial Number	Filing Date	Owner/Assignee
APEXAMER	77850423	10/16/09	Cleaning Systems, LLC

3. IP Licenses

None.