

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Car Wash Partners, Inc.		05/06/2021	Corporation: DELAWARE
CWPS Corp.		05/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6142319	MISTER OIL CHANGE EXPRESS	
Registration Number:	5960360	MISTER	
Registration Number:	6005922	MISTER UNLIMITED WASH CLUB	
Registration Number:	6005921	MISTER UNLIMITED WASH CLUB	
Registration Number:	6116149	M	
Registration Number:	4966707	THE CAR WASH BARN	
Serial Number:	90507242	INSPIRING PEOPLE TO SHINE	
Serial Number:	90507248	WE CARE, WE WORK HARD, WE HAVE FUN	
Serial Number:	90507250	GET READY TO SHINE	
Serial Number:	90507225	INSPIRING FUTURES	
Serial Number:	90238092	M	
Serial Number:	90238088	UNLIMITED MEMBER	
Serial Number:	90459203	GIVE THE GIFT OF SHINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127013365		

OP \$340.00 6142319

Email: ecarrera@cahill.com
Correspondent Name: Elaine Carrera, Senior Paralegal
Address Line 1: 32 Old Slip
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 41260.0322

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/06/2021

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 6, 2021, is made by CAR WASH PARTNERS, INC., a Delaware corporation and CWPS CORP., a Delaware corporation (each, a “**Grantor**”), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Amended and Restated First Lien Security Agreement, dated as of May 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

CAR WASH PARTNERS, INC.

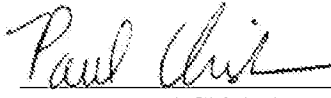
By: 
Name: Jed Gold
Title: Treasurer

CWPS CORP.

By: 
Name: Jed Gold
Title: Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as Collateral Agent


By: 

Name: Paul Chisholm
Title: Managing Director

SCHEDULE A


United States Intellectual Property

U.S. Trademarks Registrations:

	Owner	Trademark	Registration No.	Reg. Date
1.	Car Wash Partners, Inc.		6,142,319	9/1/2020
2.	Car Wash Partners, Inc.		5,960,360	1/14/2020
3.	Car Wash Partners, Inc.		6,005,922	3/10/2020
4.	Car Wash Partners, Inc.		6,005,921	3/10/2020
5.	Car Wash Partners, Inc.		6,116,149	8/4/2020
6.	CWPS Corp.		4,966,707	5/24/2016

U.S. Trademarks Applications:

	Owner	Trademark	Application No.	Appl. Date
1.	Car Wash Partners, Inc.	INSPIRING PEOPLE TO SHINE	90/507,242	2/3/2021
2.	Car Wash Partners, Inc.	WE CARE, WE WORK HARD, WE HAVE FUN	90/507,248	2/3/2021
3.	Car Wash Partners, Inc.	GET READY TO SHINE	90/507,250	2/3/2021
4.	Car Wash Partners, Inc.	INSPIRING FUTURES	90/507,225	2/3/2021
5.	Car Wash Partners, Inc.		90/238,092	10/6/2020

	Owner	Trademark	Application No.	Appl. Date
6.	Car Wash Partners, Inc.	 UNLIMITED MEMBER	90/238,088	10/6/2020
7.	Car Wash Partners, Inc.	GIVE THE GIFT OF SHINE	90/459,203	1/11/2021