# 506744735 06/30/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6791551

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS	

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
WILMINGTON TRUST, NATIONAL ASSOCIATION	06/30/2021

## **RECEIVING PARTY DATA**

Name:	CAR WASH PARTNERS, INC.	
Street Address:	222 EAST 5TH STREET	
City:	TUCSON	
State/Country:	ARIZONA	
Postal Code:	85705	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	7494547	

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)909-6836

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:** 212-909-6000

**Email:** trademarks@debevoise.com **Correspondent Name:** IRYNA V. NIKOLAIEVA, ESQ.

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Address Line 2: DEBEVOISE & PLIMPTON LLP
Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	IRYNA V. NIKOLAIEVA	
SIGNATURE:	/Iryna V. Nikolaieva/	
DATE SIGNED:	06/30/2021	

#### **Total Attachments: 4**

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PATENT 506744735 REEL: 056728 FRAME: 0641

# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (the "Termination and Release"), dated as of June 30, 2021, from WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Agent") for the banks and other financial institutions that are parties to the Second Lien Credit Agreement, dated as of May 14, 2019 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Mister Car Wash Holdings, Inc., the Agent, as collateral agent and the other parties thereto, to CAR WASH PARTNERS, INC. (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Lien Security Agreement (as defined below).

## **WITNESSETH:**

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of May 14, 2019, as amended, amended and restated, waived, supplemented or otherwise modified from time to time (the "Second Lien Security Agreement"), made by Mister Car Wash Holdings, Inc., the Grantor and the other grantors party thereto in favor of the Agent, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Patents and Proceeds and products of such Patents, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations;

WHEREAS, in connection with the Second Lien Security Agreement, the Grantor and the Agent entered into the Second Lien Patent Security Agreement, dated as of May 14, 2019, which was recorded in the Patent Division of the United States Patent and Trademark Office on May 15, 2019 at Reel/Frame 049182/0095; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patents of the Grantor and Proceeds and products of such Patents.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents of the Grantor and Proceeds and products of such Patents pursuant to the Second Lien Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Release of Security Interest</u>. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges its Security Interest in the Patents of the Grantor (including, without limitation, those items listed on Schedule

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<u>A</u> hereto under the Grantor's name) and Proceeds and products of such Patents, and any right, title or interest of the Agent in such Patents and Proceeds and products of such Patents shall hereby cease and become void.

2. <u>Further Assurances</u>. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing, all at the Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest.

\* \* \*

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WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Agent

3y:\_

Name: Andrew Lennon

Title: Assistant Vice President

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# SCHEDULE I

# **Patents**

<u>Owner</u>	Patent No.	<u>Title</u>	Issue Date
Car Wash Partners, Inc.	7,494,547	Automatic Vehicle Wash and Wax System	2/24/2009

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**RECORDED: 06/30/2021** 

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