

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Express Oil Change, L.L.C.		06/14/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Corporate Funding, LLC, as Collateral Agent		
<b>Street Address:</b>	330 Madison Avenue, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5038800	EXPRESS OIL CHANGE 10 MINUTE SERVICE TIR	
<b>Registration Number:</b>	4566952	EXPRESS OIL CHANGE 10 MINUTE SERVICE TIR	
<b>Registration Number:</b>	4623570	TE	
<b>Registration Number:</b>	4587502	E	
<b>Registration Number:</b>	3227809	TURN TO US	
<b>Registration Number:</b>	3359314	EXPRESS OIL CHANGE	
<b>Registration Number:</b>	3377494	EXPRESS OIL CHANGE & SERVICE CENTER	
<b>Registration Number:</b>	3377493	EXPRESS OIL CHANGE & SERVICE CENTER	
<b>Registration Number:</b>	4442726	TIRE ENGINEERS	
<b>Registration Number:</b>	1534649	EXPRESS OIL CHANGE	
<b>Registration Number:</b>	1159428	TUNE-UP CLINIC	
<b>Registration Number:</b>	4521270	CHANGING OIL CHANGING LIVES	
<b>Registration Number:</b>	5154935	TIRE ENGINEERS FULL SERVICE AUTO CARE	
<b>Registration Number:</b>	5198521	TIRE ENGINEERS FULL SERVICE AUTO CARE	
<b>Serial Number:</b>	87253981	EXPRESS OIL CHANGE SERVICE CENTER	
<b>Serial Number:</b>	87237698	SAVANNAH TIRE	
<b>Serial Number:</b>	87237793	TOPLINE TIRES	
<b>Serial Number:</b>	87250904	GRIFFIN BROTHERS	
<b>Serial Number:</b>	87375088	TRAX TIRES	
<b>TRADEMARK</b>			

OP \$515.00 5038800

Property Type	Number	Word Mark
Serial Number:	87375103	TRAX TIRES AUTO SERVICE CENTER
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2139963305	
<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:	2136836305	
Email:	williamwolff@paulhastings.com	
Correspondent Name:	William Wolff c/o Paul Hastings LLP	
Address Line 1:	515 South Flower Street, 25th Floor	
Address Line 4:	Los Angeles, CALIFORNIA 90071	
ATTORNEY DOCKET NUMBER:	91401.00031	
NAME OF SUBMITTER:	William Wolff	
SIGNATURE:	/William Wolff/	
DATE SIGNED:	06/14/2017	
<b>Total Attachments: 6</b>		
source=Execution Copy_EXO_Trademark Security Agreement#page1.tif		
source=Execution Copy_EXO_Trademark Security Agreement#page2.tif		
source=Execution Copy_EXO_Trademark Security Agreement#page3.tif		
source=Execution Copy_EXO_Trademark Security Agreement#page4.tif		
source=Execution Copy_EXO_Trademark Security Agreement#page5.tif		
source=Execution Copy_EXO_Trademark Security Agreement#page6.tif		

**TRADEMARK SECURITY AGREEMENT**

**WHEREAS, Express Oil Change, L.L.C.**, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement dated as of June 14, 2017 (as amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Guggenheim Corporate Funding, LLC, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (“**Trademarks**”), (b) Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof;
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter

due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;

(v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(vi) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement 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 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXPRESS OIL CHANGE, L.L.C.

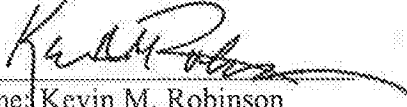
By:   
Name: Richard A. Brooks  
Title: President and Chief Executive  
Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006083 FRAME: 0863

Accepted and Agreed:

**GUGGENHEIM CORPORATE FUNDING, LLC,**  
as the Collateral Agent

By:   
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006083 FRAME: 0864**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

<b><u>Registered Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration No./Application No.</u></b>	<b><u>Registration Date/ Filing Date</u></b>
Express Oil Change, L.L.C.	EXPRESS OIL CHANGE 10 MINUTE SERVICE TIRE ENGINEERS FULL SERVICE AUTO CARE	5,038,800	9/13/2016
Express Oil Change, L.L.C.	EXPRESS OIL CHANGE 10 MINUTE SERVICE TIRE ENGINEERS FULL SERVICE AUTO CARE	4,566,952	7/15/2014
Express Oil Change, L.L.C.	TE	4,623,570	10/21/2014
Express Oil Change, L.L.C.	E	4,587,502	8/19/2014
Express Oil Change, L.L.C.	TURN TO US	3,227,809	4/10/2007
Express Oil Change, L.L.C.	EXPRESS OIL CHANGE	3,359,314	12/25/2007
Express Oil Change, L.L.C.	EXPRESS OIL CHANGE & SERVICE CENTER	3,377,494	2/5/2008
Express Oil Change, L.L.C.	EXPRESS OIL CHANGE & SERVICE CENTER	3,377,493	2/5/2008
Express Oil Change, L.L.C.	TIRE ENGINEERS	4,442,726	12/3/2013
Express Oil Change, L.L.C.	EXPRESS OIL CHANGE	1,534,649	4/11/1989

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration No./Application No.</u>	<u>Registration Date/ Filing Date</u>
Express Oil Change, L.L.C.	TUNE-UP CLINIC	1,159,428	6/30/1981
Express Oil Change, L.L.C.	CHANGING OIL CHANGING LIVES	4,521,270	4/29/2014
Express Oil Change, L.L.C.	TIRE ENGINEERS FULL SERVICE AUTO CARE	5,154,935	3/7/2017
Express Oil Change, L.L.C.	TIRE ENGINEERS FULL SERVICE AUTO CARE	5,198,521	5/9/2017
Express Oil Change, L.L.C.	EOC SC Stacked Chrome Edge Express Oil Change Service Center	87253981	12/1/2016
Express Oil Change, L.L.C.	SAVANNAH TIRE	87237698	11/15/2016
Express Oil Change, L.L.C.	TOPLINE TIRES	87237793	11/15/2016
Express Oil Change, L.L.C.	GRIFFIN BROTHERS	87250904	11/29/2016
Express Oil Change, L.L.C.	TRAX TIRES	87375088	3/17/2017
Express Oil Change, L.L.C.	TRAX TIRES	87375103	3/17/2017