

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Car Wash Partners, Inc.		05/14/2019	Corporation: DELAWARE
Prime Shine, LLC		05/14/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3343318	MISTER HOTSHINE	
Registration Number:	3181699	HOTSHINE	
Registration Number:	4142590	MISTER EXPRESS LUBE	
Registration Number:	4706973	MISTER CAR WASH	
Registration Number:	5009924	UNLIMITED WASH CLUB	
Registration Number:	4294179	PRIME SHINE CAR WASH PRIMESHINE.COM	
Registration Number:	2415678	WISHY WASHY	
Registration Number:	3060438	E-WASH	
Registration Number:	3748903	FRESH AIR SQUARE	
Registration Number:	4885449	WHEN IN DROUGHT, PRIME SHINE'S YOUR ROUT	
Registration Number:	1775493	PRIME SHINE EXPRESS CAR WASH	
Registration Number:	5530687	MISTER CAR WASH	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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>			

CH \$315.00 3343318

Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Wesley C. Moore, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Wesley C Moore

SIGNATURE: /WCM/

DATE SIGNED: 05/15/2019

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 14, 2019, is made by CAR WASH PARTNERS, INC., a Delaware corporation and PRIME SHINE, LLC, a California limited liability company (each a “**Grantor**” and collectively the “**Grantors**”), in favor of Wilmington Trust, National Association, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second 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 the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the 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 the 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, the 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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the 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. The 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. The 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).

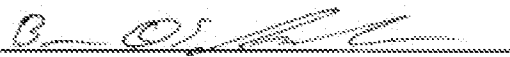
SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND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

Section 8. Wilmington Trust, National Association is acting under this Supplement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.


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

CAR WASH PARTNERS, INC.

By: 
Name: Bruce A. Schumacher
Title: Treasurer

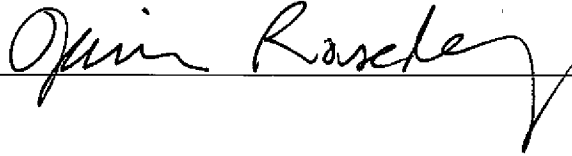
PRIME SHINE, LLC

By: 
Name: Bruce A. Schumacher
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name:
Title:


Jamie Roseberg
Assistant Vice President



[SIGNATURE PAGE TO TRADEMARK AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 006645 FRAME: 0563

SCHEDULE A

Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>
Car Wash Partners, Inc.	MISTER HOTSHINE	3343318	11/27/2007
Car Wash Partners, Inc.	HOTSHINE	3181699	12/5/2006
Car Wash Partners, Inc.	MISTER EXPRESS LUBE	4142590	5/15/2012
Car Wash Partners, Inc.	MISTER CAR WASH	4706973	3/24/2015
Car Wash Partners, Inc.	UNLIMITED WASH CLUB UNLIMITED WASH CLUB	5009924	7/26/2016
Prime Shine, LLC	PRIME SHINE CAR WASH PRIMESHINE.COM	4294179	02/26/2013
Prime Shine, LLC	WISHY WASHY 	2415678	12/26/2000
Prime Shine, LLC	E-WASH e-wash	3060438	02/21/2006
Prime Shine, LLC	FRESH AIR SQUARE Fresh Air Square	3748903	02/16/2010

Owner	Mark	Registration No.	Reg. Date
Prime Shine, LLC	<p>WHEN IN DROUGHT, PRIME SHINE'S YOUR ROUTE</p> <p>When In Drought, Prime Shine's Your Route</p>	4885449	01/12/2016
Prime Shine, LLC	<p>PRIME SHINE</p> 	1775493	06/08/2023
Car Wash Partners, Inc.	<p>MISTER CAR WASH Stylized</p> 	5530687	07/31/2018