

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		08/21/2014	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Car Wash Partners, Inc.		
Street Address:	3561 East Sunrise Drive, Ste. 125		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85718		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3181699	HOTSHINE	
Registration Number:	2872588	HOTSHINE	
Registration Number:	2938748	MCW AUTO GLASS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	267162-10		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/22/2014		
Total Attachments: 4			
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CH \$90.00 3181699

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 21, 2014 by Bank of Montreal ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60661, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "*Agent*");

WITNESSETH:

WHEREAS, Car Wash Partners, Inc., a Delaware corporation ("*Debtor*"), with its mailing address at 3561 East Sunrise Drive, Suite 125, Tucson, Arizona 85718, and Agent were parties to a certain Trademark Collateral Agreement dated April 2, 2007 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on April 3, 2007 at Reel 003513, Frame 0115 (the "*Agreement*"), pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Property and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:


(i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, except that this document shall not operate as a sale, transfer, conveyance or other assignment of any intent to use trademark application to the extent that such application is pending without a Statement of Use having been filed and accepted, in which case this document shall operate only to release a security interest in such application; and

(ii) all proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

BANK OF MONTREAL, CHICAGO BRANCH, as
Administrative Agent

By 
Name C. Scott Page
Title Director

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005349 FRAME: 0814

**SCHEDULE A
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
HOTSHINE "WORDS ONLY"	3181699	12/5/06
HOTSHINE "DESIGN MARK"	2872588	8/10/04
MCW AUTO GLASS "WORDS ONLY"	2938748	4/5/05