

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351741

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>RESUBMIT DOCUMENT ID:</b>	900333764

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Wills Group, Inc.		07/28/2015	CORPORATION: MARYLAND
Southern Maryland Oil, Inc.		07/28/2015	CORPORATION: MARYLAND
Splash In Eco Car Wash, Inc.		07/28/2015	CORPORATION: MARYLAND
Dash in Food Stores, Inc.		07/28/2015	CORPORATION: MARYLAND
Delmarva Oil, Inc.		07/28/2015	CORPORATION: MARYLAND
SMO, Incorporated		07/28/2015	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	One East Pratt Street
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21202
<b>Entity Type:</b>	INC. ASSOCIATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2767599	LIFE...MADE BETTER
<b>Registration Number:</b>	3696219	DASH IN, SPLASH IN
<b>Registration Number:</b>	4470306	
<b>Registration Number:</b>	4151575	SPLASH GUARD
<b>Registration Number:</b>	4035012	SPLASH IN
<b>Serial Number:</b>	85956192	SPLASH IN ECO CAR WASH
<b>Serial Number:</b>	85956185	SPLASH IN ECO CAR WASH
<b>Registration Number:</b>	3060794	DASH IN
<b>Registration Number:</b>	2978044	D DASH IN
<b>Registration Number:</b>	4620882	D
<b>Registration Number:</b>	4539550	REFUEL YOURSELF!
<b>Registration Number:</b>	4539551	SMART CHOICE
<b>Registration Number:</b>	3955943	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3955944	DMO
Registration Number:	2035346	Q-GARD

**CORRESPONDENCE DATA**

**Fax Number:** 4107271115  
*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:** 4107276600  
**Email:** ssefret@rosenbergmartin.com  
**Correspondent Name:** Shawn J. Sefret, Esq.  
**Address Line 1:** 25 South Charles Street  
**Address Line 2:** 21st Floor  
**Address Line 4:** Baltimore, MARYLAND 21201

<b>NAME OF SUBMITTER:</b>	SHAWN J SEFRET
<b>SIGNATURE:</b>	/shawn j sefret/
<b>DATE SIGNED:</b>	08/18/2015

**Total Attachments: 16**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of July 28, 2015 is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "Pledgor" and collectively, the "Pledgors") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among The Wills Group, Inc., a Maryland corporation (the "Borrower"), SMO, Incorporated, a Maryland corporation, Dash In Food Stores, Inc., a Maryland corporation, Southern Maryland Oil, Inc., a Maryland corporation, Splash In ECO Wash, Inc., a Maryland corporation and Delmarva Oil, Inc., a Maryland corporation, PNC Bank, National Association, Capital One, National Association and Wells Fargo Bank, N.A. (the "Lenders") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Maryland, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean the Obligations, including, but not limited to the following: (i) all now existing and hereafter arising Obligations of each and every Pledgor to

(c) **"Secured Obligations"** shall mean the Obligations, including, but not limited to the following: (i) all now existing and hereafter arising Obligations of each and every Pledgor to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Administrative Agent, the Lenders, or any provider of any Lender Provided Interest Rate Hedge or any provider of any Other Lender Provided Financial Service Product, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Administrative Agent or any of the Lenders of any obligations incurred in connection with any Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product provided by the Administrative Agent or such Lenders pursuant to the Credit Agreement; and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt. Notwithstanding anything to the contrary contained herein, Secured Obligations shall specifically exclude any and all Excluded Hedge Liabilities.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with **Paragraph 11** hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) such Pledgor shall preserve its existence as a corporation, partnership or a limited liability company, as applicable, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor; or (ii) sell all or substantially all of its assets.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Administrative Agent and the Lenders are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Administrative Agent and the Lenders, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Administrative Agent and the Lenders, or any of them, shall not be a defense to any action the Administrative

Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Administrative Agent hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full, all Commitments have been terminated and all Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

6. If, before the Secured Obligations shall have been paid in full and all Commitments have been terminated and all Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. Each Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents,

**Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.**

**8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.**

**9. At such time as all of the Secured Obligations shall have been paid in full and all Commitments shall have been terminated and all Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.**

**10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.**

**11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, and the Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors.**

No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Without limitation of the preceding subsection (a), to the extent that applicable Law (including applicable Laws pertaining to fraudulent conveyance or fraudulent or preferential transfer) otherwise would render the full amount of any Pledgor's obligations hereunder invalid, voidable, or unenforceable on account of the amount of a Pledgor's aggregate liability under this Agreement, then, notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of such liability shall, without any further action by the Administrative Agent or any of the Lenders or such Pledgor or any other Person, be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding,



which (without limiting the generality of the foregoing) may be an amount which is equal to the greater of:

(i) the fair consideration actually received by such Pledgor under the terms and as a result of the Loan Documents and the Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products and the value of the benefits described in **Paragraph 24** hereof, including (and to the extent not inconsistent with applicable federal and state laws affecting the enforceability of guaranties) distributions, commitments, and advances made to or for the benefit of such Pledgor with the proceeds of any credit extended under the Loan Documents or the Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products, or

(ii) the excess of (1) the amount of the fair value of the assets of such Pledgor as of the date of this Agreement as determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors as in effect on the date hereof, over (2) the amount of all liabilities of such Pledgor as of the date of this Agreement, also as determined on the basis of applicable federal and state laws governing the insolvency of debtors as in effect on the date hereof.

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in **Paragraph 6 and Paragraph 26** hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of **Section 6.1.14** [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes as provided therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Maryland, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in

respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of Maryland.

20. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Maryland state or federal court sitting in Maryland, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Maryland state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints J. Blacklock Wills, Jr. (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to any Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Companies and agrees to act as Process Agent on behalf of the Companies.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

22. EACH PLEDGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications such Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact; and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**[SIGNATURE PAGE – PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written with the intent that it constitutes a sealed instrument.

**PLEDGORS:**

**THE WILLS GROUP, INC.**

Robin A Weddick

By: Kenneth J. Halperin (SEAL)  
Name: Kenneth J. Halperin  
Title: Executive Vice President – Finance  
and Administration

Robin A Weddick

**SMO, INCORPORATED**  
By: J. Blacklock Wills, Jr. (SEAL)  
Name: J. Blacklock Wills, Jr.  
Title: Executive Vice President

Robin A Weddick

**DASH IN FOOD STORES, INC**  
By: J. Blacklock Wills, Jr. (SEAL)  
Name: J. Blacklock Wills, Jr.  
Title: Treasurer

Robin A Weddick

**SOUTHERN MARYLAND OIL, INC.**  
By: J. Blacklock Wills, Jr. (SEAL)  
Name: J. Blacklock Wills, Jr.  
Title: Chief Executive Officer

Robin A Weddick

**DELMARVA OIL, INC.**  
By: J. Blacklock Wills, Jr. (SEAL)  
Name: J. Blacklock Wills, Jr.  
Title: Chief Executive Officer

Robin A Weddick

**SPLASH IN ECO WASH, INC.**  
By: J. Blacklock Wills, Jr. (SEAL)  
Name: J. Blacklock Wills, Jr.  
Title: Treasurer




**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

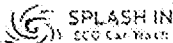
**LIST OF REGISTERED PATENTS,  
TRADEMARKS, TRADE NAMES AND COPYRIGHTS**

1. Registered Patents: none
2. Trademarks: see attached
3. Trade Names: none
- 4, Copyrights: none


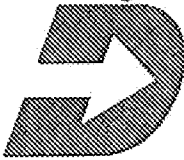
4835-8909-9558, v. 1



U.S. Trademark Holdings

<u>Trademark</u>	<u>Status</u>	<u>Goods/Services</u>	<u>Owner</u>
LIFE...MADE BETTER  RN: 2767599 SN: 76301981	Renewed September 23, 2013  Int'l Class:35 First Use: July 23, 2001  Filed: August 20, 2001 Application Published: October 1, 2002 Registered: September 23, 2003 Last Renewal September 23, 2013	(Int'l Class: 35) retail convenience store services	Dash in Food Stores (Maryland Corp.) 6355 Crane Highway La Plata Maryland 20646
DASH IN, SPLASH IN  RN: 3696219 SN: 76641018	Registered October 13, 2009  Int'l Class:37 First Use: March 23, 2009  Filed: June 17, 2005 Application Published October 24, 2006 Registered: October 13, 2009	(Int'l Class: 37) car wash services	Splash in Eco Car Wash, Inc. (Maryland Corp.) 6355 Crain Highway La Plata Maryland 20646
Design Only    RN: 4470306 SN: 85956190	Registered January 21, 2014  Int'l Class:37 First Use: March 2, 2012  Filed: June 11, 2013 Application Published: November 5, 2013 Registered: January 21, 2014	(Int'l Class: 37) car cleaning; car washing	Splash in Eco Car Wash, Inc. (Maryland Corp.) 6355 Crain Highway La Plata Maryland 20646
SPLASH GUARD  RN: 4151575 SN: 85333685	Registered May 29, 2012  Int'l Class:37 First Use: August 1, 2011  Filed:	(Int'l Class: 37) car washing	Splash in Eco Car Wash, Inc. (Maryland Corp.) 6355 Crain Highway La Plata Maryland 20646

Trademark	Status	Goods/Services	Owner
	May 31, 2011 Application Published: July 12, 2011 Registered: May 29, 2012		
SPLASH IN  RN: 4035012 SN: 85257487	Registered October 4, 2011  Int'l Class:37 First Use: August 30, 2006  Filed: March 3, 2011 Application Published: July 19, 2011 Registered: October 4, 2011	(Int'l Class: 37) car washing	Splash in Eco Car Wash, Inc. (Maryland Corp.) 6355 Crain Highway La Plata Maryland 20646
SPLASH IN ECO CAR WASH  SN: 85956192	Pending - Suspended January 21, 2015  Int'l Class:37 First Use: March 2, 2012  Filed: June 11, 2013	(Int'l Class: 37) car cleaning; car washing	Splash in Eco Car Wash, Inc. (Maryland Corp.) 6355 Crain Highway La Plata Maryland 20646
SPLASH IN ECO CAR WASH and Design   SN: 85956185	Pending - Suspended October 17, 2014  Int'l Class:37 First Use: March 2, 2012  Filed: June 11, 2013	(Int'l Class: 37) car cleaning; car washing	Splash in Eco Car Wash, Inc. (Maryland Corp.) 6355 Crain Highway La Plata Maryland 20646
DASH IN  RN: 3060794 SN: 76977333	Renewed February 21, 2016  Int'l Class:16,30,32,35 First Use: November 26, 1979  Filed: September 6, 2002 Application Published: March 9, 2004 Registered: February 21, 2006	(Int'l Class: 16) Cancelled - Sec. 8 [ non-magnetically encoded prepaid telephone calling cards ] (Int'l Class: 30) bakery goods; deli products, namely pasta and macaroni salad, pizza; sandwiches, sandwich wraps, submarine sandwiches; non-carbonated beverages, namely, coffee, coffee-based beverages containing milk, tea, iced tea; breakfast croissants; bread (Int'l Class: 32) carbonated and non-carbonated beverages, namely, soft drinks, fruit juices, smoothies, beer; drinking	The Wills Group, Inc (Maryland Corp.) 6355 Crain Highway Laplate Maryland 20646



Trademark	Status	Goods/Services	Owner
	Last Renewal: February 21, 2016	water (Int'l Class: 35) retail store services featuring convenience store items and gasoline	
D DASH IN and Design   RN: 2978044 SN: 76977159	Registered 8 & 15 September 26, 2011  Int'l Class: 16, 29, 30, 35 First Use: December 1, 2002  Filed: September 6, 2002 Application Published: January 27, 2004 Registered: July 26, 2005	(Int'l Class: 16) Cancelled - Sec. 8 [ non-magnetically encoded prepaid telephone calling cards ] (Int'l Class: 29) deli products, namely, luncheon meats, cheese, potato salad, salads, namely fruit salad and lettuce salad, non-carbonated beverages, namely, milk, soy-based food beverage used as a milk substitute (Int'l Class: 30) bakery goods, deli products, namely, pasta and macaroni salad, pizza, sandwiches, sandwich wraps, submarine sandwiches, non-carbonated beverages, namely, coffee, coffee-based beverages containing milk, tea, iced tea, breakfast croissants; bread (Int'l Class: 35) retail store services featuring convenience store items and gasoline	The Wills Group, Inc. (Maryland Corp.) 6355 Crain Highway P.O. Box 2810 Laplata Maryland 20646
D and Design   RN: 4520882 SN: 86225488	Registered October 14, 2014  Int'l Class: 35 First Use: February 1, 2014  Filed March 19, 2014 Application Published: July 29, 2014 Registered: October 14, 2014	(Int'l Class: 35) retail store services featuring convenience store items and gasoline	The Wills Group, Inc. (Maryland Corp.) P.O. Box 2810 6355 Crain Highway La Plata Maryland 20646
REFUEL YOURSELF  RN: 4539550 SN: 85868278	Registered May 27, 2014  Int'l Class: 35 First Use: July 1, 2013  Filed: March 6, 2013 Application Published: July 23, 2013 Registered: May 27, 2014	(Int'l Class: 35) retail store services featuring convenience store items and gasoline	The Wills Group, Inc. (Maryland Corp.) P.O. Box 2810 6355 Crain Highway La Plata Maryland 20646

Trademark	State	Goods/Services	Owner
SMART CHOICE  RN: 4539551 SN: 85868281	Registered May 27, 2014  Int'l Class:35 First Use: July 1, 2013  Filed: March 6, 2013 Application Published: July 23, 2013 Registered: May 27, 2014	(Int'l Class: 35) retail store services featuring convenience store items and gasoline	The Wills Group, Inc. (Maryland Corp.) P.O. Box 2810 6355 Crain Highway La Plata Maryland 20646
Design Only    RN: 3955943 SN: 85020975	Registered May 3, 2011  Int'l Class:37,39 First Use: November 8, 2010  Filed: April 22, 2010 Application Published: September 21, 2010 Registered: May 3, 2011	(Int'l Class: 37) hvac contractor services; installation and replacement service for heating, ventilating and air conditioning systems; heating equipment installation and repair; furnace installation and repair (Int'l Class: 39) distribution of energy; public utility services; heat supplying; transmission of oil through pipelines	Wills Group, Inc., The (Maryland Corp.) 6355 Crain Hwy La Plata Maryland 20646
DMO and Design    RN: 3955944 SN: 85020990	Registered May 3, 2011  Int'l Class:37,39 First Use: November 8, 2010  Filed: April 22, 2010 Application Published: September 21, 2010 Registered: May 3, 2011	(Int'l Class: 37) hvac contractor services; installation and replacement service for heating, ventilating and air conditioning systems; heating equipment installation and repair; furnace installation and repair (Int'l Class: 39) distribution of energy; public utility services; heat supplying; transmission of oil through pipelines	Wills Group, Inc., The (Maryland Corp.) 6355 Crain Hwy La Plata Maryland 20646
Q-GARD  RN: 2035346 SN: 75042101	Registered Feb. 04, 1997  Filed: Jan. 11, 1996 Application Published: Nov. 12, 1996 Renewed: Jul. 28, 2006:	(Int'l Class: 39) transport by truck of fuel oil that reduces sludge formation in residential systems	SOUTHERN MARYLAND OIL, INC. 6355 Crain Highway La Plata, MARYLAND 20646 UNITED STATES