

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quick Quack Tex-Co, LLC		09/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	S&D Carwash Management, LLC		
Street Address:	1380 Lead Hill Rd.		
Internal Address:	Suite 260		
City:	Roseville		
State/Country:	CALIFORNIA		
Postal Code:	95661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2483118	QUICK QUACK	
Registration Number:	2874145		
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<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:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	382378.00063		
NAME OF SUBMITTER:	Vickie Lee		
SIGNATURE:	/Vickie Lee/		
DATE SIGNED:	09/14/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made and entered into as of September 11, 2015, by and between Quick Quack Tex-Co, LLC, a Delaware limited liability company ("**QQTC**") and S&D Carwash Management, LLC, a Delaware limited liability company ("**S&D**").

WHEREAS, QQTC is the owner of the trademarks and service marks listed on the attached **Schedule A** (the "**Marks**"), and is a subsidiary of Quick Quack Carwash Management, LLC ("**QQCM**");

WHEREAS, QQCM and Quick Quack Carwash Holdings, LLC ("**QQCH**") are parties to a Contribution Agreement of even date herewith (the "**Contribution Agreement**"), pursuant to which QQCM has confirmed that the Marks have been assigned to S&D, a subsidiary of QQCH following the Reorganization referred to in the Contribution Agreement; and

WHEREAS, the Contribution Agreement contemplates execution of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, QQTC and S&D agree as follows:

1. Assignment. QQTC hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to S&D, and S&D purchases and accepts from QQTC, (a) all right, title and interest in, to and under the Marks, together with all goodwill of the business associated therewith or symbolized thereby, all common law rights thereto, all trademark and service mark registrations for the Marks that have been or may be granted thereon, and all applications for registrations thereof, same to be held by S&D for S&D's own use and enjoyment, and for the use and enjoyment of S&D's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by QQTC if this Assignment had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of QQTC in all matters related thereto, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of S&D and its successors, assigns and other legal representatives.

2. Further Assurances. QQTC agrees to perform, without charge to S&D (except as otherwise permitted herein), all acts deemed necessary or desirable by S&D to permit and assist S&D in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to S&D hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in S&D, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession

or control of QQTC, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at S&D's expense, and generally doing everything that is reasonably necessary to aid S&D in obtaining and enforcing proper protection for applicable intellectual property rights.

3. Recordation. QQTC authorizes and requests the Commission of Trademarks of the United States, and the corresponding entities or agencies in any country foreign to the United States, to record S&D as the assignee and owner of record of the Marks issued in the United States or registered in any corresponding jurisdiction.

4. Miscellaneous. This Assignment, and all claims or causes of action (whether at law, in contract or in tort) based upon, arising out of or relating to this Assignment or the negotiation, execution or performance of this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles that would result in the application of the law of any other state. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment will not waive any of its rights under such terms or provisions. This Assignment will bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute on and the same instrument. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Assignment was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party shall not apply to any construction or interpretation hereof. This Assignment constitutes the entire agreement among the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

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IN WITNESS WHEREOF, QQTC and S&D have executed this Assignment as of the date first written above.

QQTC

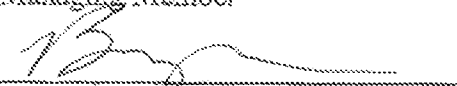
Quick Quack Tex-Co, LLC

By: TRCF-QQ TEX-CO, LLC

Its: Administrative Member

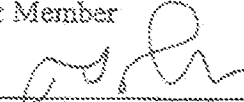
By: Trancas Retail Center Fund, LLC

Its: Managing Member


By: Bradley Wagstaff, its Managing Member

By: Quick Quack Carwash Management, LLC

Its: Member



By: Jason S. Johnson, President

S&D

S&D CARWASH MANAGEMENT, LLC

By: Splash & Dash Carwash, LLC

Its: Sole Member



By: Jason S. Johnson, President

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LEGAL_US_W # 82824079.7

TRADEMARK
REEL: 005622 FRAME: 0677

Schedule A to Trademark Assignment

Trademark & Service Mark Registrations & Applications

Application Serial No.	Registration No.	Mark
75666360	2,483,118	Quick Quack
76552229	2,874,145	Duck Image

Unregistered Trademarks & Service Marks

1. Lucky Duck
2. Don't Drive Smelly
3. Quack Back
4. Quackals
5. Don't Fear the Dirt
6. Quack Addict
7. Duck Wax
8. Duck Bath
9. Don't Drive Dirty!

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California/
County of Placer

On Sept 10, 2015 before me, Tracy E Delgado, notary public, personally appeared Brian S. Johnson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tracy E Delgado

(Seal)

