

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quick Quack Carwash Management, LLC		09/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S&D Carwash Management, LLC		
<b>Street Address:</b>	1380 Lead Hill Rd.		
<b>Internal Address:</b>	Suite 260		
<b>City:</b>	Roseville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95661		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86648822	DON'T DRIVE DIRTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	310-788-4442		
<b>Email:</b>	vickie.lee@kattenlaw.com		
<b>Correspondent Name:</b>	Vickie Lee c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	2029 Century Park East		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	382378.00063		
<b>NAME OF SUBMITTER:</b>	Vickie Lee		
<b>SIGNATURE:</b>	/Vickie Lee/		
<b>DATE SIGNED:</b>	09/14/2015		
<b>Total Attachments: 5</b>			
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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 Carwash Management, LLC, a Delaware limited liability company ("**QQCM**") and S&D Carwash Management, LLC, a Delaware limited liability company ("**S&D**").

WHEREAS, QQCM is the owner of the trademarks and service marks listed on the attached **Schedule A** (the "**Marks**");

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, QQCM and S&D agree as follows:

1. Assignment. QQCM hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to S&D, and S&D purchases and accepts from QQCM, (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 QQCM 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 QQCM 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. QQCM 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 QQCM, 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. QQCM 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 one 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.

*[Remainder of page intentionally left blank]*

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

**QQCM**

Quick Quack Carwash Management, LLC


By:   
Name: Jason S. Johnson  
Title: President

**S&D**

S&D CARWASH MANAGEMENT, LLC

By: Splash & Dash Carwash, LLC

Its: Sole Member

By:   
Name: Jason S. Johnson  
Title: President

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.

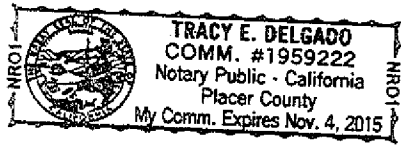
State of California,  
County of Placer

On September 10, 2015 before me, Tracy E Delgado, notary public, personally appeared Jason 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)



Schedule A to Trademark Assignment

Trademark & Service Mark Registrations & Applications

Application Serial No.	Registration No.	Mark
86648822		Don't Drive Dirty