

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H-1 ARIZONA, LLC		01/13/2016	LIMITED LIABILITY COMPANY: ARIZONA
H-1 Auto Care, LLC		01/13/2016	LIMITED LIABILITY COMPANY: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	OPUS Bank
<b>Street Address:</b>	131 W. Commonwealth Ave.
<b>City:</b>	Fullerton
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92832
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2890154	HONEST-1 AUTO CARE
Registration Number:	2823409	HOME OF HONEST MECHANICS
Registration Number:	3764176	H1 HONEST- 1 AUTO CARE
Registration Number:	3764177	H1 HONEST- 1 AUTO CARE
Registration Number:	3768330	H1 HONEST-1 AUTO CARE
Registration Number:	3772456	H1 HONEST- 1 AUTO CARE
Registration Number:	3700491	ECO-FRIENDLY AUTO CARE
Registration Number:	3564549	ECO-TUNEUP
Registration Number:	3628553	ECO 360
Registration Number:	3564580	ESA
Registration Number:	3394579	H1

## CORRESPONDENCE DATA

Fax Number: 9497600182

*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: 949-224-6263

Email: IPDocket@Buchalter.com

TRADEMARK

**Correspondent Name:** Deena Hochmuth  
**Address Line 1:** 18400 Von Karman Ave., Suite 800  
**Address Line 4:** Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** O5925-0001

**NAME OF SUBMITTER:** Deena Hochmuth

**SIGNATURE:** /Deena Hochmuth/

**DATE SIGNED:** 01/19/2016

**Total Attachments: 5**

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TRADEMARK SECURITY  
AGREEMENT

H-1 Auto Care, LLC  
H-1 Arizona, LLC

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 13th day of January, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 13, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among H-1 Auto Care, LLC, a Nevada limited liability company and H-1 Arizona, LLC, an Arizona limited liability company (each, a "*Borrower*" and collectively, the "*Borrowers*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations,

whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

*[SIGNATURE PAGE FOLLOWS.]*


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**H-1 Arizona, LLC**  
an Arizona limited liability company

By:   
Name: JOHN F. KEITT  
Title: CEO

**H-1 Auto Care, LLC,**  
a Nevada limited liability company

By:   
Name: JOHN F. KEITT  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:





BANK:

**OPUS BANK,**  
a California commercial bank

By:   
Name: RYAN ANDERSEN  
Title: SMD

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
H-1 Auto Care, LLC H-1 Arizona, LLC		Honest-1 Auto Care (*)	2,890,154	September 28, 2004
H-1 Auto Care, LLC H-1 Arizona, LLC		Home of Honest Mechanics (*)	2,823,409	March 16, 2004
H-1 Auto Care, LLC H-1 Arizona, LLC		Honest-1 Auto Care (Logo on Cover Page)   	3,764,176 3,764,177	March 23, 2010 March 23, 2010
H-1 Auto Care, LLC H-1 Arizona, LLC		Honest-1 Auto Care (Logo with words on side)   	3,768,330 3,772,456	March 30, 2010 April 6, 2010
H-1 Auto Care, LLC H-1 Arizona, LLC		Eco-Friendly Auto Care (+)	3,700,491	October 20, 2009
H-1 Auto Care, LLC H-1 Arizona, LLC		Eco-TuneUp	3,564,549	January 20, 2009
H-1 Auto Care, LLC H-1 Arizona, LLC		Eco 360	3,628,553	May 26, 2009
H-1 Auto Care, LLC H-1 Arizona, LLC		ESA	3,564,580	January 20, 2009

Schedule I  
to Trademark Security Agreement

BN 19991749v1 Ref: 50001620/1538 SH

**TRADEMARK**  
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H-1 Auto Care, LLC H-1 Arizona, LLC		Cartoon Garage Mechanic with HI on cap (**)	3,394,579	March 11, 2008
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(\* ) An assignment of these Marks was made to us on July 19, 2007.

(+ ) Supplemental Register

(\*\* ) An assignment of this Mark was made to us on February 26, 2008.

**Trade Names: N/A**

**Common Law Trademarks: N/A**

**Trademarks Not Currently In Use: N/A**

**Trademark Licenses: N/A**

Schedule I  
to Trademark Security Agreement

BN 19991749v1 Ref: 50001620/1538 SH

**RECORDED: 01/19/2016**

**TRADEMARK  
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