

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Joseph Tim Jackson		08/17/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	IMO US SOUTH, LLC		
Street Address:	8110 Industrial Drive		
City:	Olive Branch		
State/Country:	MISSISSIPPI		
Postal Code:	38654		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4057854	CAR WASH USA EXPRESS	
Registration Number:	4093552	CAR WASH USA EXPRESS	
Registration Number:	4229112	A DIRTY CAR IS A DIRTY SHAME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	72815.00011		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	01/27/2016		
Total Attachments: 4			
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CH \$90.00 4057854

ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS** (this “**Agreement**”) is entered into by and between IMO US South, LLC, a limited liability company having a business mailing address at 8110 Industrial Drive, Olive Branch, Mississippi 38654 (the “**Assignee**”), and Joseph Tim Jackson, an individual resident of the state of Mississippi (the “**Assignor**”).

BACKGROUND

WHEREAS, Assignor is the exclusive owner of (i) the trademark “Car Wash USA”, including, without limitation, U.S. Registration Number 4057854, U.S. Registration Number 4093552), and common law rights with respect thereto; and (ii) the trademark “A Dirty Car is a Dirty Shame”, including, without limitation, U.S. Registration Number 4229112 and common law rights with respect thereto (collectively, the “**Marks**”); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, ownership of the Marks and all goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, including the purchase price to be paid by Assignee to Assignor under that certain Purchase and Sale Agreement between Assignee, Assignor, Car Wash USA Express Holdings, LLC, Mid-South Supply & Development Company, LLC, and Kerry Sewell, and \$1.00, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. ASSIGNMENT. Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by and associated with the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringement or misappropriation of the Marks or injury to the goodwill associated with the Marks, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. ASSISTANCE. Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the Marks. Such acts may include executing additional documents and assisting and cooperating in the registration and enforcement of the Marks or participating in legal proceedings. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Marks, Assignor hereby irrevocably appoints Assignee as his agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

3. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants that Assignor has the full right and authority to enter into this Agreement and to grant the rights granted and perform his obligations hereunder, and that Assignor has not granted to any third party any security interest, option, lien, license, or encumbrance of any nature, on the Marks.

4. NO ROYALTY OBLIGATIONS. Assignor acknowledges and agrees that Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Marks or any other proprietary rights related to the business of Assignee.

5. GENERAL.

5.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

5.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

5.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

5.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement 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 Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

IMO US South, LLC

(Assignee)

Signature: _____



Name: Mike Smith

Title: Chief Executive Officer and President

Date: August 17, 2015

Joseph Tim Jackson

(Assignor)

Signature: _____

Name: Joseph Tim Jackson

Date: _____

Signature Page to Assignment of Marks

TRADEMARK
REEL: 005717 FRAME: 0079

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

IMO US South, LLC

(Assignee)

Signature: _____

Name: Mike Smith

Title: Chief Executive Officer and President

Date: _____

Joseph Tim Jackson

(Assignor)

Signature:  _____

Name: Joseph Tim Jackson

Date: August 17, 2015

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