

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SONNY'S ENTERPRISES, LLC		12/01/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NewStar Financial, Inc., as Agent
<b>Street Address:</b>	500 Boylston Street, Suite 1250
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Serial Number:	86920063	SONNY'S TUNNEL CONTROLLER
Serial Number:	86920030	SONNY'S MOTOR CONTROL CENTER
Serial Number:	86920115	SONNY'S POINT OF SALE
Registration Number:	2569266	THE CARWASH FACTORY
Registration Number:	2596912	SONNY'S
Registration Number:	3123092	PERMACOLOR
Registration Number:	3123093	MICROCLEAN
Registration Number:	3167686	SONNY'S FOUNDATION FRAME
Registration Number:	3304321	CARWASH COLLEGE
Registration Number:	3433214	WE MAKE CARWASHING EASY!
Registration Number:	3436866	XTREME XPRESS
Registration Number:	3441572	XTREME XPRESS XTERIOR
Registration Number:	3522647	QUADX
Registration Number:	3551673	GATOR
Registration Number:	3551674	BANANA PEEL RAIL
Registration Number:	3566642	POODLE BRUSH
Registration Number:	3599884	BIG MAN WRAP
Registration Number:	3809657	TUNNEL CLEAN TECHNOLOGY
Registration Number:	3884869	RELIABLE EQUIPMENT. CONSISTENT RESULTS.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3902209	DURASOFT
Registration Number:	3927126	BUFF-N-DRY
Registration Number:	4227798	SONNY'S THE CARWASH FACTORY
Registration Number:	4231439	SONNY'S CARWASH COLLEGE
Registration Number:	4242131	ARCTIC FALL
Registration Number:	4242132	ARCTIC SHIELD
Registration Number:	4250241	ARCTIC BATH
Registration Number:	4250242	ARCTIC SEAL
Registration Number:	4325369	SONNY'S AUTOPILOT CONTROLS
Registration Number:	4325375	SONNY'S THE CARWASH FACTORY
Registration Number:	4327044	LAVA BUFF N DRY
Registration Number:	4333775	LAVA SHINE
Registration Number:	4333777	LAVA SEAL
Registration Number:	4333778	LAVA FALL
Registration Number:	4333784	LAVA FOAM
Registration Number:	4333789	LAVA SHIELD
Registration Number:	4333791	LAVA BATH
Registration Number:	4347546	SONNY'S TUNNEL EQUIPMENT
Registration Number:	4371203	PERMASOFT
Registration Number:	4421331	LAVA SEAL
Registration Number:	4424862	LAVA SHINE
Registration Number:	4438411	THE TUNNEL EXPERTS
Registration Number:	4480088	LAVA BATH
Registration Number:	4637828	LAVA WAX
Registration Number:	4801809	SONNY'S CAR WASH PARTS
Registration Number:	4949811	LAVA
Registration Number:	4250243	ARCTIC SHINE
Registration Number:	3810171	PROFIT PILOT
Registration Number:	2799847	FLEET-O-MATIC
Registration Number:	3898673	AUTOPILOT CARWASH CONTROL SYSTEMS
Registration Number:	3878582	COBRA
Registration Number:	3810173	COMPUWASH
Registration Number:	3806850	WASH PILOT

**CORRESPONDENCE DATA**

Fax Number:

*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.*

Email: [mtily@fdh.com](mailto:mtily@fdh.com)

**Correspondent Name:** Michael Tily  
**Address Line 1:** 6 Landmark Square, 6th Floor  
**Address Line 4:** Stamford, CONNECTICUT 06901

**NAME OF SUBMITTER:** Michael Tily

**SIGNATURE:** /s/ Michael Tily

**DATE SIGNED:** 12/01/2016

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated as of December 1, 2016 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of NEWSTAR FINANCIAL, INC. ("Newstar"), as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, SONNY'S HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), SONNY'S ENTERPRISES, LLC, a Delaware limited liability company (the "Company"), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 1, 2016 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all

Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

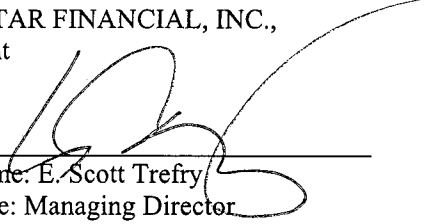
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SONNY'S ENTERPRISES, LLC,  
as Initial Grantor

By:   
Name: Owen M. Basham  
Title: Vice President

NEWSTAR FINANCIAL, INC.,  
as Agent

By: \_\_\_\_\_

  
Name: E. Scott Trefry  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005932 FRAME: 0373**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Filing / Registration Number</b>	<b>Title</b>	<b>Owner</b>
86920063 Pending ITU	SONNY'S TUNNEL CONTROLLER	Sonny's Enterprises, Inc.
86920030 Pending ITU	SONNY'S MOTOR CONTROL CENTER	Sonny's Enterprises, Inc.
86920115 Pending ITU	SONNY'S POINT OF SALE	Sonny's Enterprises, Inc.
2,569,266	THE CARWASH FACTORY	Sonny's Enterprises, Inc.
2,596,912	SONNY'S	Sonny's Enterprises, Inc.
3,123,092	PERMACOLOR	Sonny's Enterprises, Inc.
3,123,093	MICROCLEAN	Sonny's Enterprises, Inc.
3,167,686	SONNY'S FOUNDATION FRAME	Sonny's Enterprises, Inc.
3,304,321	CarWash College and design	Sonny's Enterprises, Inc.
3,433,214	WE MAKE CARWASHING EASY!	Sonny's Enterprises, Inc.
3,436,866	Xtreme Xpress	Sonny's Enterprises, Inc.
3,441,572	Xtreme Xpress Xterior	Sonny's Enterprises, Inc.
3,522,647	QUADX	Sonny's Enterprises, Inc.
3,551,673	Gator (Wordmark)	Sonny's Enterprises, Inc.
3,551,674	Banana Peel Rail	Sonny's Enterprises, Inc.
3,566,642	Poodle Brush	Sonny's Enterprises, Inc.
3,599,884	BIG MAN WRAP	Sonny's Enterprises, Inc.
3,809,657	TUNNEL CLEAN TECHNOLOGY abandon	Sonny's Enterprises, Inc.
3,884,869	RELIABLE EQUIPMENT. CONSISTENT RESULTS	Sonny's Enterprises, Inc.
3,902,209	DURASOFT	Sonny's Enterprises, Inc.
3,927,126	BUFF-N-DRY	Sonny's Enterprises, Inc.
4,227,798	SONNY'S THE CARWASH FACTORY Design(top)	Sonny's Enterprises, Inc.
4,231,439	SONNY'S CARWASH COLLEGE &Design	Sonny's Enterprises, Inc.
4,242,131	ARCTIC FALL	Sonny's Enterprises, Inc.
4,242,132	ARCTIC SHIELD	Sonny's Enterprises, Inc.
4,250,241	ARCTIC BATH	Sonny's Enterprises, Inc.
4,250,242	ARCTIC SEAL	Sonny's Enterprises, Inc.
4,325,369	SONNY'S AUTOPILOT CONTROLS & design	Sonny's Enterprises, Inc.
4,325,375	THE CARWASH FACTORY & design-(side)	Sonny's Enterprises, Inc.
4,327,044	LAVA BUFF N DRY	Sonny's Enterprises, Inc.



4,333,775	LAVA SHINE	Sonny's Enterprises, Inc.
4,333,777	LAVA SEAL	Sonny's Enterprises, Inc.
4,333,778	LAVA FALL	Sonny's Enterprises, Inc.
4,333,784	LAVA FOAM	Sonny's Enterprises, Inc.
4,333,789	LAVA SHIELD	Sonny's Enterprises, Inc.
4,333,791	LAVA BATH	Sonny's Enterprises, Inc.
4,347,546	SONNY'S TUNNEL EQUIPMENT & design	Sonny's Enterprises, Inc.
4,371,203	PERMASOFT	Sonny's Enterprises, Inc.
4,421,331	LAVA SEAL	Sonny's Enterprises, Inc.
4,424,862	LAVA SHINE	Sonny's Enterprises, Inc.
4,438,411	THE TUNNEL EXPERTS	Sonny's Enterprises, Inc.
4,480,088	LAVA BATH	Sonny's Enterprises, Inc.
4,637,828	LAVA WAX	Sonny's Enterprises, Inc.
4,801,809	SONNY'S CAR WASH PARTS & Design	Sonny's Enterprises, Inc.
4,949,811	LAVA	Sonny's Enterprises, Inc.
2,569,266	THE TUNNEL EXPERTS	Sonny's Enterprises, Inc.
4,801,809	SONNY'S CAR WASH PARTS & Design	Sonny's Enterprises, Inc.
4250243	ARCTIC SHINE	Sonny's Enterprises, Inc.
3810171	PROFIT PILOT	Sonny's Enterprises, Inc.
2799847	FLEET	Sonny's Enterprises, Inc.
3898673	AUTOPILOT CARWASH CONTROL SYSTEM	Sonny's Enterprises, Inc.
3878582	COBRA	Sonny's Enterprises, Inc.
3810173	COMPUWASH	Sonny's Enterprises, Inc.
3806850	WASH PILOT	Sonny's Enterprises, Inc.