

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL CARWASH SOLUTIONS, INC.		04/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4923654	ULTRACLEAR	
Registration Number:	5064610	COLORWAVE	
Registration Number:	4632740	CLEANTOUCH	
Registration Number:	4629052	PAYSMART	
Registration Number:	4743924	CLEAN TOUCH	
Registration Number:	4584825	RYKO	
Registration Number:	4278169	RYKO SOLUTIONS, INC.	
Registration Number:	4281497	RYKO	
Registration Number:	4219092	PULSE	
Registration Number:	3560235	SOFTGLOSS MAXX	
Registration Number:	2160384	FOAMBRITE	
Registration Number:	2160385	SOFTGLOSS XS	
Registration Number:	1689853	RYKO	
Registration Number:	1598173	CODE-A-WASH	
Registration Number:	1377882	RYKO	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic C/O Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-358
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NAME OF SUBMITTER:	Kristin Brozovic
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SIGNATURE:	/Kristin Brozovic/
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DATE SIGNED:	04/28/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2017, is made by NATIONAL CARWASH SOLUTIONS, INC., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among NCS Holdings III Corp (as successor-in-interest to NCS Merger Corp), National Carwash Solutions, Inc., NCS Holdings II Corp., the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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


Very truly yours,

NATIONAL CARWASH SOLUTIONS, INC., a
Delaware corporation, as Grantor

By: 
Name: Jesse Wurth
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Administrative Agent

By: 
Name: Joseph Keffer
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
ULTRACLEAR	86385618	9/4/14	4923654	3/22/16	National Carwash Solutions, Inc.
COLORWAVE	86186417	2/6/14	5064610	10/18/16	National Carwash Solutions, Inc.
CLEANTOUCH	85551041	2/23/12	4632740	11/4/14	National Carwash Solutions, Inc.
PAYSMART	85549286	2/22/12	4629052	10/28/14	National Carwash Solutions, Inc.
CLEAN TOUCH	85549226	2/22/12	4743924	5/26/15	National Carwash Solutions, Inc.
RYKO	85463292	11/3/11	4584825	8/12/14	National Carwash Solutions, Inc.
RYKO SOLUTIONS, INC.	85463766	11/3/11	4278169	1/22/13	National Carwash Solutions, Inc.
RYKO	85463325	11/3/11	4281497	1/29/13	National Carwash Solutions, Inc.
PULSE	85372843	7/15/11	4219092	10/2/12	National Carwash Solutions, Inc.
SOFTGLOSS MAXX	77468432	5/7/08	3560235	1/13/09	National Carwash Solutions, Inc.
FOAMBRITE	75277814	4/21/97	2160384	5/26/98	National Carwash Solutions, Inc.
SOFTGLOSS XS	75277823	4/21/97	2160385	5/26/98	National Carwash Solutions, Inc.
RYKO	74174437	6/10/91	1689853	6/2/92	National Carwash Solutions, Inc.
CODE-A-WASH	73768103	12/8/88	1598173	5/29/90	National Carwash Solutions, Inc.
RYKO	73450220	10/28/83	1377882	1/14/86	National Carwash Solutions, Inc.

2. Trademark Applications:

None.

3. IP Licenses:

None.