

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM436829

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boing US Holdco, Inc.		06/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as collateral agent		
<b>Street Address:</b>	30 Hudson Street, 36th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Chartered Bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87252023	CAR WASH USA EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	2028357500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, Tweed, Hadley & McCloy, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	70005.46500		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J, Ramos/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 5</b>			
source=4. Project Jaguar - Trademark Security Agreement (Executed)#page1.tif			
source=4. Project Jaguar - Trademark Security Agreement (Executed)#page2.tif			
source=4. Project Jaguar - Trademark Security Agreement (Executed)#page3.tif			
source=4. Project Jaguar - Trademark Security Agreement (Executed)#page4.tif			

CH \$40.00 87252023



TRADEMARK SECURITY AGREEMENT dated as of June 14, 2017 (this “Agreement”), among Boing US Holdco, Inc. (the “Grantor”) and Goldman Sachs Bank USA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of June 14, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Boing US Holdco, Inc. (the “Borrower”), Goldman Sachs Bank USA as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Trademarks, in each case, that are Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

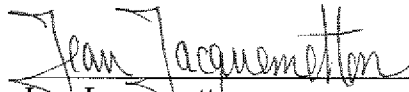
SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different 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 or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BOING US HOLDCO, INC., as Grantor**

By:   
Name: Jean Jacquemetton  
Title: Vice President of Acquisitions

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent,

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

Authorized Signatory

**Carol Van der Vorst**  
Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

Schedule I to the  
Trademark Security Agreement

TRADEMARK COLLATERAL

MARK	Owner of Record	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE	Status
CAR WASH USA EXPRESS	Boing US Holdco, Inc.	United States	87252023	11/30/2016	N/A	N/A	Pending