

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440053

|   |  |  |                                       |
|---|--|--|---------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |  |                                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |                                       |
| <b>CONVEYING PARTY DATA</b>   |  |  |                                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>                    | <b>Entity Type</b>                    |
| DLR Associates, LLC   |  | 07/13/2017                               | Limited Liability Company:<br>GEORGIA |
| <b>RECEIVING PARTY DATA</b>   |  |  |                                       |
| <b>Name:</b>  | Boing US Holdco, Inc.                              |  |                                       |
| <b>Street Address:</b>  | 6300 S. Syracuse Way                               |  |                                       |
| <b>Internal Address:</b>  | Suite 290  |  |                                       |
| <b>City:</b>  | Centennial   |  |                                       |
| <b>State/Country:</b>   | COLORADO   |  |                                       |
| <b>Postal Code:</b>   | 80111  |  |                                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |  |                                       |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |  |                                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                         |                                       |
| <b>Registration Number:</b>   | 3710899  | THE ORIGINAL 3-MINUTE EXPRESS WASH       |                                       |
| <b>Registration Number:</b>   | 3439509  | EVERY WASH GUARANTEED OUR WAY OF SAYING  |                                       |
| <b>Registration Number:</b>   | 2823469  | GOOGOO                                   |                                       |
| <b>Registration Number:</b>   | 3491953  | SAVE \$9 BUY 4 WORKS WASHES GET 5TH WASH |                                       |
| <b>Registration Number:</b>   | 3198061  | GOO-GOO 3 MINUTE EXPRESS WASH            |                                       |
| <b>Registration Number:</b>   | 3484444  | RELAX IN YOUR CAR - WE DO THE WASHING FO |                                       |
| <b>Registration Number:</b>   | 3113834  | WASH FOR LESS                            |                                       |
| <b>Serial Number:</b>   | 77217578   | THANK YOU! WE LOVE A CLEAN CAR           |                                       |
| <b>Serial Number:</b>   | 77368913   | 3 MINUTE EXPRESS WASH                    |                                       |
| <b>CORRESPONDENCE DATA</b>  |  |  |                                       |
| <b>Fax Number:</b>  |  |  |                                       |
| <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>Email:</b>   | prosecutiondocketing@paulhastings.com              |  |                                       |
| <b>Correspondent Name:</b>  | Paul Hastings LLP                                  |  |                                       |
| <b>Address Line 1:</b>  | 4747 Executive Dr.                                 |  |                                       |
| <b>Address Line 2:</b>  | 12th Floor   |  |                                       |
| <b>Address Line 4:</b>  | San Diego, CALIFORNIA 92121                        |  |                                       |

CH \$240.00 3710899

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 95365.00003    |
| <b>NAME OF SUBMITTER:</b>      | Laura C. Yip   |
| <b>SIGNATURE:</b>              | /Laura C. Yip/ |
| <b>DATE SIGNED:</b>            | 08/21/2017     |

**Total Attachments: 7**

source=Project Jaguar - Trademark and Domain Name Assignment.pdf#page1.tif  
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source=Project Jaguar - Trademark and Domain Name Assignment.pdf#page3.tif  
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source=Project Jaguar - Trademark and Domain Name Assignment.pdf#page7.tif

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK ASSIGNMENT AND DOMAIN NAME ASSIGNMENT (as amended, modified, supplemented or restated from time to time, including all Exhibits hereto, this "Assignment") is entered into effective as of July 13, 2017 (the "Effective Date"), by and between Boeing US Holdco, Inc. ("Assignee"), a Delaware corporation having a business mailing address at 6300 S. Syracuse Way, Suite 290, Centennial, CO 80111, and DLR Associates, LLC ("Assignor"), a Georgia limited liability company.

### RECITALS

WHEREAS, an Assignor and an affiliate of Assignee have entered into that certain Asset Purchase Agreement, dated as of June 14, 2017 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee certain intellectual property;

WHEREAS, Assignor is the exclusive owner of the trademarks set forth on Exhibit A and the domain names set forth on Exhibit B, both as further described below; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, Assignor's entire right, title and interest in and to such trademarks and domain names.

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the purchase price to be paid by certain affiliates of Assignee to Assignor under the Purchase Agreement, and \$1.00, the receipt and sufficiency of which each party hereto hereby acknowledges, and intending to be legally bound hereby, the parties hereto agree as follows:

### AGREEMENT

1. ASSIGNMENT. Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Assignee (a) all of Assignor's right, title, and interest in and to the trademarks set forth on Exhibit A, including all variations, modifications, and derivatives thereof, and any composite marks incorporating any of the foregoing (the "Marks"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for 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 Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the domain names listed in Exhibit B (the "Domain Names"), together with the goodwill of the business symbolized by and associated with the Domain Names, 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 Assignment had not been made; and (c) all rights to income, royalties, and license fees deriving from the Marks and Domain Names, all causes of actions, claims and rights to damages or profits, arising by reason of past, present and future infringement or misappropriation of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names, 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 take such actions as shall be reasonably necessary to effectuate the transfer of the Marks and Domain Names to Assignee including, without limitation, any actions reasonably necessary to effect the transfer of the Marks and Domain Names on the books and records of the applicable registrar. Assignor will promptly prepare and transmit the necessary documentation and/or correspond with the appropriate trademark registration authorities and/or governmental entities to authorize the transfer of the Marks and Domain Names. 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 or Domain Names, Assignor hereby irrevocably appoints Assignee as its 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. GENERAL.

3.1 Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Georgia (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).

3.2 Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

3.3 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 Assignment may not be amended, modified or supplemented except by written agreement of the parties.

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

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

3.6 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

3.7 Entire Agreement. This Assignment constitutes the entire agreement among the parties to this Assignment 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. Notwithstanding the foregoing and for the avoidance of doubt, this Assignment shall not supersede the Trademark License Agreement, dated as of July 13, 2017, by and between the Assignee and the Assignor.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment effective as of the Effective Date.

ASSIGNEE:

BOING US HOLDCO, INC.,  
a Delaware corporation

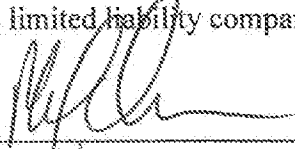
By: \_\_\_\_\_

Name: JEFF HATK

Title: PRESIDENT/DIRECTOR

ASSIGNOR:

DLR ASSOCIATES, LLC,  
a Georgia limited liability company

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

Name: Randall

Title: COO

Exhibit A

Trademarks


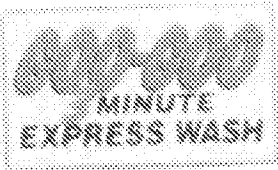
| MARK  | COUNTRY       | SER. NO. | FILING DATE       | REG. NO.  | REG. DATE         | Status |
|---|---------------|----------|-------------------|-----------|-------------------|--------|
| The Original 3-Minute Express Wash (Service Mark)   | United States | 77368860 | January 10, 2008  | 3,710,899 | November 17, 2009 | Live   |
| Every Wash Guaranteed Our Way of Saying We Love to Please You (Service Mark)                          | United States | 77217073 | June 27, 2007     | 3,439,509 | June 3, 2008      | Live   |
| GooGoo (Service Mark)   | United States | 78240468 | April 22, 2003    | 2,823,469 | March 16, 2004    | Live   |
| <br>(Service Mark)  | United States | 77368946 | January 10, 2008  | 3,491,953 | August 26, 2008   | Live   |
| <br>(Service Mark) | United States | 78524451 | November 30, 2004 | 3,198,061 | January 16, 2007  | Live   |
| Relax in Your Car - We Do the Washing for You! (Service Mark)   | United States | 77368880 | January 10, 2008  | 3,484,444 | August 12, 2008   | Live   |
| Wash for Less (Service Mark)  | United States | 78524437 | November 30, 2004 | 3,113,834 | July 11, 2006     | Dead   |
| Thank you!<br>We love a Clean Car (Service Mark)  | United States | 77217578 | N/A               | N/A       | N/A               | Dead   |
| 3 Minute Express Wash   | United States | 77368913 | N/A               | N/A       | N/A               | Dead   |



Exhibit B

Domain Names

- Googocarwash.com
- Googoexpresswash.com