

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445854

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property (Second Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boing US Holdco, Inc.		10/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2823469	GOOGOO
Registration Number:	3491953	SAVE \$9 BUY 4 WORKS WASHES GET 5TH WASH
Registration Number:	3484444	RELAX IN YOUR CAR - WE DO THE WASHING FO
Registration Number:	3710899	THE ORIGINAL 3-MINUTE EXPRESS WASH
Registration Number:	3439509	EVERY WASH GUARANTEED OUR WAY OF SAYING
Serial Number:	87252023	CAR WASH USA EXPRESS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173036 2L Boing
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/

TRADEMARK

DATE SIGNED:	10/04/2017
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Total Attachments: 5

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Notice of Grant of Security Interest in Intellectual Property (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of October 3, 2017 (this “Notice”), made by Boing US Holdco, Inc., a Delaware corporation (the “Pledgor”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of October 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among each Subsidiary of SHINE ACQUISITION CO LIMITED, a private limited company incorporated under the laws of England and Wales (“Bidco”) identified therein and GOLDMAN SACHS BANK USA, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice 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 Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the

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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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

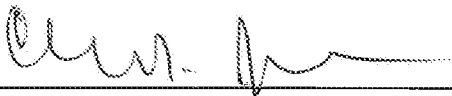
BOING US HOLDCO, INC.

By: 
Name: Anna Michaelis
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

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GOLDMAN SACHS BANK USA, as
Collateral Agent

By: 
Name:
Title:

Charles D. Johnston
Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

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Schedule I
to Notice of Grant of Security Interest in Trademarks (Second Lien)

Trademarks Owned by Boing US Holdco, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GOO GOO	2,823,469	3/16/2004
SAVE \$9 BUY 4 WORKS WASHES GET 5TH WASH FREE \$45 VALUE ONLY \$36	3,491,953	8/26/2008
RELAX IN YOUR CAR - WE DO THE WASHING FOR YOU!	3,484,444	8/12/2008
THE ORIGINAL 3-MINUTE EXPRESS WASH	3,710,899	11/17/2009
EVERY WASH GUARANTEED OUR WAY OF SAYING WE LOVE TO PLEASE YOU	3,439,509	6/3/2008

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
CAR WASH USA EXPRESS (and design)	87/252,023	11/30/2016