

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466394

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Express Oil Change, L.L.C.		03/20/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5038800	EXPRESS OIL CHANGE 10 MINUTE SERVICE TIR
Registration Number:	4566952	EXPRESS OIL CHANGE 10 MINUTE SERVICE TIR
Registration Number:	4623570	TE
Registration Number:	4587502	E
Registration Number:	3227809	TURN TO US
Registration Number:	3359314	EXPRESS OIL CHANGE
Registration Number:	3377494	EXPRESS OIL CHANGE & SERVICE CENTER
Registration Number:	3377493	EXPRESS OIL CHANGE & SERVICE CENTER
Registration Number:	4442726	TIRE ENGINEERS
Registration Number:	1534649	EXPRESS OIL CHANGE
Registration Number:	1159428	TUNE-UP CLINIC
Registration Number:	4521270	CHANGING OIL CHANGING LIVES
Registration Number:	5154935	TIRE ENGINEERS FULL SERVICE AUTO CARE
Registration Number:	5198521	TIRE ENGINEERS FULL SERVICE AUTO CARE
Registration Number:	5264195	EXPRESS OIL CHANGE SERVICE CENTER
Registration Number:	5254861	SAVANNAH TIRE
Registration Number:	5404908	TRAX TIRES
Registration Number:	5404909	TRAX TIRES

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87237793	TOPLINE TIRES

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.

Phone: 212-701-3365
Email: ipteam@cogencyglobal.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	F176103 Express Oil 1L
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/20/2018

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 20, 2018, by and among **EXPRESS OIL CHANGE, L.L.C.** (“Grantor”) and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of March 20, 2018 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor listed on Schedule I attached hereto, together with all goodwill associated with such Trademarks (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor’s expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.

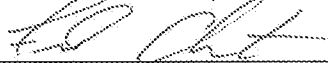
SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this First Lien Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Trademark Security Agreement.

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

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

EXPRESS OIL CHANGE, L.L.C.

By: 

Name: Fred Christensen

Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name: Jason Kennedy
Title: Managing Director

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
EXPRESS OIL CHANGE 10 MINUTE SERVICE TIRE ENGINEERS FULL SERVICE AUTO CARE	86494505	5,038,800	Express Oil Change, L.L.C.
EXPRESS OIL CHANGE 10 MINUTE SERVICE TIRE ENGINEERS FULL SERVICE AUTO CARE	86074896	4,566,952	Express Oil Change, L.L.C.
TE	86074836	4,623,570	Express Oil Change, L.L.C.
E	86074803	4,587,502	Express Oil Change, L.L.C.
TURN TO US	78906265	3,227,809	Express Oil Change, L.L.C.
EXPRESS OIL CHANGE	77157692	3,359,314	Express Oil Change, L.L.C.
EXPRESS OIL CHANGE & SERVICE CENTER	77157558	3,377,494	Express Oil Change, L.L.C.
EXPRESS OIL CHANGE & SERVICE CENTER	77157549	3,377,493	Express Oil Change, L.L.C.
TIRE ENGINEERS	85847238	4,442,726	Express Oil Change, L.L.C.

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
EXPRESS OIL CHANGE	73719307	1,534,649	Express Oil Change, L.L.C.
TUNE-UP CLINIC	73198766	1,159,428	Express Oil Change, L.L.C.
CHANGING OIL CHANGING LIVES	86057301	4,521,270	Express Oil Change, L.L.C.
TIRE ENGINEERS FULL SERVICE AUTO CARE	87094699	5,154,935	Express Oil Change, L.L.C.
TIRE ENGINEERS FULL SERVICE AUTO CARE	87094774	5,198,521	Express Oil Change, L.L.C.
EOC SC Stacked Chrome Edge Express Oil Change Service Center	87253981	5,264,195	Express Oil Change, L.L.C.
SAVANNAH TIRE	87237698	5,254,861	Express Oil Change, L.L.C.
TRAX TIRES	87375088	5,404,908	Express Oil Change, L.L.C.
TRAX TIRES	87375103	5,404,909	Express Oil Change, L.L.C.
TOPLINE TIRES	87237793	N/A	Express Oil Change, LLC