

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&D CARWASH MANAGEMENT, LLC		04/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 FIFTH AVENUE, 18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4881230	DON'T DRIVE DIRTY	
Registration Number:	2874145		
Registration Number:	2483118	QUICK QUACK	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00291		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	04/18/2018		
Total Attachments: 5			
source=EXECUTED golub quick quack trademark security agreement#page1.tif			
source=EXECUTED golub quick quack trademark security agreement#page2.tif			

CH \$90.00 4881230

source=EXECUTED golub quick quack trademark security agreement#page3.tif
source=EXECUTED golub quick quack trademark security agreement#page4.tif
source=EXECUTED golub quick quack trademark security agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2018, is made by S&D CARWASH MANAGEMENT LLC, a Delaware limited liability company ("Grantor"), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Quick Quack Car Wash Holdings, LLC, a Delaware limited liability company ("QQ Holdings"), Quick Quack Development, LLC, a Delaware limited liability company ("QQ Development"), Quick Quack Development II, LLC, a Delaware limited liability company ("QQ Development II"), S&D Carwash Management, LLC, a Delaware limited liability company ("S&D Carwash"), QQ Operating Holding Company, LLC, a Delaware limited liability company ("QQ Operating"), QQ Real Property Holdings, LLC, a Delaware limited liability company ("QQ Real Property"); each of QQ Holdings, QQ Development, QQ Development II, S&D Carwash, QQ Operating and QQ Real Property are sometimes referred to herein individually as a "Borrower" and collectively as the "Borrowers"), the other Loan Parties, the Lenders and the L/C Issuer from time to time party thereto, Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Credit Agreement to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which 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 Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, 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 Security Agreement.

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

- (a) all of its Trademarks 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. 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 Security Agreement and 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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.

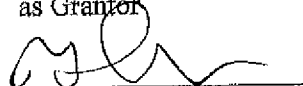
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

S&D CARWASH MANAGEMENT, LLC,
as Grantor

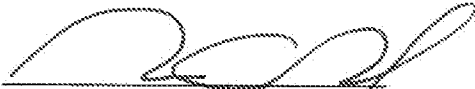
By: 
Name: Jason S. Johnson
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006344 FRAME: 0065

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006344 FRAME: 0066

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Registration No	Registration Date
Don't Drive Dirty	4881230	1/5/16
Design Only	2874145	8/17/04
Quick Quack	2483118	8/28/01

2. TRADEMARK APPLICATIONS

None.