

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Blue Car Wash, LLC		10/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4971974	CLEAN FREAK	
Registration Number:	4345687	CLEANFREAK	
Registration Number:	3677389	CLEAN FREAK	
Registration Number:	5699049	TRUE BLUE	
Registration Number:	5676558	TRUE BLUE	
Registration Number:	5717409	TRUE BLUE CARWASH	
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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	17392.515105		
NAME OF SUBMITTER:	Steven Sheesley		

CH \$165.00 4971974

SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	10/17/2019
Total Attachments: 4 source=True Blue - Trademark Security Agreement Executed#page1.tif source=True Blue - Trademark Security Agreement Executed#page2.tif source=True Blue - Trademark Security Agreement Executed#page3.tif source=True Blue - Trademark Security Agreement Executed#page4.tif	

Assignment For Security – Trademarks

WHEREAS, True Blue Car Wash, LLC (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated October 17, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Capital One, National Association, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in, wherever located and now owned or at any time hereafter acquired, all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS ASSIGNMENT FOR SECURITY SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT (I) AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND (II) TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

This Assignment for Security may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be

deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 17, 2019.

TRUE BLUE CAR WASH, LLC, as Grantor

By: 
Name: Lynne Berreman
Title: Chief Financial Officer

SIGNATURE PAGE TO
ASSIGNMENT FOR SECURITY - TRADEMARKS

TRADEMARK
REEL: 006774 FRAME: 0125

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by True Blue Car Wash, LLC

Mark	Registration/Serial Number	Filing Date	Issue Date	Status
"CLEANFREAK"	4971974	5/11/2015	6/7/2016	Registered
	4345687	7/26/2012	6/4/2013	Registered
	3677389	4/10/2008	9/1/2009	Registered
	5699049	3/1/18	3/12/2019	Registered
TRUE BLUE	5676558	2/27/18	2/12/2019	Registered
	5717409	2/27/18	4/2/2019	Registered