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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM552620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
TERC, LLC	, LLC		Limited Liability Company: MISSOURI	

RECEIVING PARTY DATA

Name:	Club Car Wash Operating, LLC		
Street Address:	1213 Old Highway 63		
Internal Address:	Suite 101		
City:	Columbia		
State/Country:	MISSOURI		
Postal Code:	65201		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88243975	CLUB CARWASH

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: 4155911000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman	
SIGNATURE:	/Becky L. Troutman/	
DATE SIGNED:	12/10/2019	

Total Attachments: 5

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TRADEMARK
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of the 6th day of December, 2019, by TERC, LLC, a Missouri limited liability company having an address at 1213 Old Highway 63, Suite 101, Columbia, MO 65201 ("Assignor"), to Club Car Wash Operating, LLC, a Delaware limited liability company, having an address at 1213 Old Highway 63, Suite 101, Columbia, MO 65201 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title, and interest in the trademark application identified on <u>Schedule A</u> attached hereto, along with the goodwill associated therewith (the "<u>Trademark</u>");

WHERAS, Assignor and Assignee are parties to a certain Asset Purchase and Contribution Agreement dated on or about the date hereof under which Assignor is required to assign the Trademark to Assignee, and Assignor has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

- 1. Irrevocably grant, sell, assign, transfer, and convey unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademark, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
- 2. Covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademark, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.
- 3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Delaware.
- 4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

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[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR: TERC, LLC

By_VUS

Title: President and Chief Executive Officer

AGREED AND ACCEPTED BY

ASSIGNEE:

Club Car Wash Operating, LLC

By

Name: Dan Raleigh

Title: Vice President

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

STATE OF Missour;)
COUNTY OF BOONE } ss.:

On this day of December, 2019, before me personally appeared Roland Bartels, having the title President and Chief Executive Officer of TERC, LLC, known by me to be the person of the above name, who signed the foregoing instrument in the capacity designated, and acknowledged the same to be his own free act and decident for the purpose therein set forth.

Notary Public

My Commission Expires:

Q-20-5050

RICHARO BERLINER
Notary Public - Notary Seal
State of Missouri, Lincoin County
Commission Number 12623158
My Commission Expires Aug 20, 2020

IN WITNESS WHEREOF, Assignor and follows, effective as of the date first above written.	Assignee have executed this Assignment as
ASSIGNOR: TERC, LLC	AGREED AND ACCEPTED BY ASSIGNEE: Club Car Wash Operating, LLC
ByName: Roland Bartels Title: President and Chief Executive Officer	Name: Dan Raleigh Title: Vice President
NOTARIZATION OR LEGALIZATION	ACCOMPANYING ASSIGNMENT
STATE OF	
On thisday of December, 2019, before me the title President and Chief Executive Officer of The above name, who signed the foregoing is acknowledged the same to be his own free act and of the control	nstrument in the capacity designated, and
	Notary Public
My Commission Expires:	

Exhibit A

Trademark

Trademark	App. No./Reg. No.	App. Date	Reg. Date	Country/Sta te	Owner	Goods/Services
Cab	SN: 88243975	December 28, 2018		United States	Terc, LLC	(Int'l Class: 37) Car washing

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RECORDED: 12/10/2019

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