

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		12/06/2019	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:			
<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:	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 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 Schedule A attached hereto, along with the goodwill associated therewith (the "Trademark");

WHEREAS, 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.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

Exhibit A

Trademark

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