

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonny's Enterprises, LLC		08/05/2020	Limited Liability Company: DELAWARE
Sonny's Diamond Shine, LLC		08/05/2020	Limited Liability Company: DELAWARE
MR. FOAMER, LLC		08/05/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Administrative Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	4823733	BANANA FOAMER	
Registration Number:	4863033	FOAMINATOR	
Registration Number:	5061718	MR. FOAMER	
Registration Number:	3560615	BLACK DIAMOND	
Registration Number:	4965740	BULLSEYE	
Registration Number:	2224044	DIAMOND SHINE	
Registration Number:	3175911	WEATHERGUARD	
Registration Number:	3551674	BANANA PEEL RAIL	
Registration Number:	5998910	BELT FRIENDLY	
Registration Number:	3599884	BIG MAN WRAP	
Registration Number:	3927126	BUFF-N-DRY	
Registration Number:	3304321	CARWASH COLLEGE	
Registration Number:	5698913	DIAMOND BATH	
Registration Number:	5704739	DIAMOND RINSE	
Registration Number:	5704737	DIAMOND SHIELD	
Registration Number:	3902209	DURASOFT	

CH \$1415.00 4823733

Property Type	Number	Word Mark
Registration Number:	2799847	FLEET-O-MATIC
Registration Number:	5741299	FUSION GUARD
Serial Number:	88658450	FUSION GUARD
Registration Number:	5671498	FUSION RINSE
Registration Number:	5671495	FUSION SEAL
Serial Number:	88658454	FUSION WAX
Registration Number:	3551673	GATOR
Registration Number:	4949811	LAVA
Registration Number:	4333791	LAVA BATH
Registration Number:	4480088	LAVA BATH
Registration Number:	4333778	LAVA FALL
Registration Number:	4333784	LAVA FOAM
Registration Number:	4333777	LAVA SEAL
Registration Number:	4421331	LAVA SEAL
Registration Number:	4333789	LAVA SHIELD
Registration Number:	4333775	LAVA SHINE
Registration Number:	4424862	LAVA SHINE
Registration Number:	4637828	LAVA WAX
Registration Number:	3123093	MICROCLEAN
Registration Number:	5429575	MICROPLUSH
Registration Number:	3123092	PERMACOLOR
Serial Number:	88516898	POLAR PRESOAK
Registration Number:	3566642	POODLE BRUSH
Registration Number:	3810171	PROFIT PILOT
Registration Number:	2596912	SONNY'S
Registration Number:	4801809	SONNY'S CAR WASH PARTS
Registration Number:	4231439	SONNY'S CARWASH COLLEGE
Registration Number:	3167686	SONNY'S FOUNDATION FRAME
Registration Number:	5297280	SONNY'S MOTOR CONTROL CENTER
Registration Number:	6008440	SONNY'S ONEWASH
Registration Number:	5291965	SONNY'S POINT OF SALE
Registration Number:	4325375	SONNY'S THE CARWASH FACTORY
Registration Number:	5291964	SONNY'S TUNNEL CONTROLLER
Registration Number:	4347546	SONNY'S TUNNEL EQUIPMENT
Registration Number:	2569266	THE CARWASH FACTORY
Registration Number:	4438411	THE TUNNEL EXPERTS
Registration Number:	3806850	WASH PILOT
Registration Number:	3433214	WE MAKE CARWASHING EASY!

Property Type	Number	Word Mark
Registration Number:	3436866	XTREME XPRESS
Registration Number:	3441572	XTREME XPRESS XTERIOR

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	08/05/2020

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), dated as of August 5, 2020, is made by each of the entities listed on the signature pages hereof (each, a “*Grantor*” and collectively, the “*Grantors*”), in favor of OWL ROCK CAPITAL CORPORATION, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

W I T N E S S E T H:

WHEREAS, Genstar SCF Merger Sub LLC, a Delaware limited liability company (“*Merger Sub*” and prior to the effectiveness of the Closing Date Merger, the “*Initial Borrower*”), the other Loan Parties from time to time party thereto, the Administrative Agent, the L/C Issuer(s) and the Lenders from time to time party thereto are party to a Credit and Guaranty Agreement dated as of the date hereof (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “*Credit Agreement*”), pursuant to which the Administrative Agent, the L/C Issuer(s) and the Lenders have agreed, subject to certain terms and conditions set forth therein, to extend credit and make certain other financial accommodations available to, prior to the effectiveness of the Closing Date Merger, the Initial Borrower and, upon and after the effectiveness of the Closing Date Merger, the Borrower.

WHEREAS, the Administrative Agent, the L/C Issuer(s) and the Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to the Administrative Agent for the benefit of the Secured Creditors (a) that certain Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “*Trademarks*” shall mean all rights, title and interests in or relating to trademarks, trademark registrations, trademark applications, trade styles, service marks, logos and other source or business identifiers, print and labels of each Grantor on which any of the foregoing have appeared or appear and, in each case, all goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith (other than an “intent to use” application unless and until a verified “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed with the United States Patent and Trademark Office with respect to such application).

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to the Administrative Agent a continuing first priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether

presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including those 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 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.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

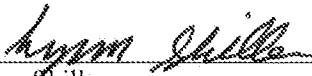
7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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


GRANTORS:

SONNY'S ENTERPRISES, LLC
SONNY'S DIAMOND SHINE, LLC
MR. FOAMER, LLC,
each a Delaware limited liability company

By: 
Name: Lynn Skillen
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

OWL ROCK CAPITAL CORPORATION, as
Administrative Agent



By 
Name Alexis Maged
Title Authorized Signatory

[Signature page to Trademark Security Agreement]






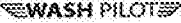
TRADEMARK
REEL: 007016 FRAME: 0290

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
BANANA FOAMER	17	86411484 01-OCT-2014	4823733 29-SEP-2015	Mr. Foamer, LLC
FOAMINATOR	7	86609391 24-APR-2015	4863033 01-DEC-2015	Mr. Foamer, LLC
MR. FOAMER	35, 37	86108666 02-NOV-2013	5061718 18-OCT-2016	Mr. Foamer, LLC
BLACK DIAMOND	3	77486689 29-MAY-2008	3560615 13-JAN-2009	Sonny's Diamond Shine, LLC
BULLSEYE	20	86523297 03-FEB-2015	4965740 24-MAY-2016	Sonny's Diamond Shine, LLC
DIAMOND SHINE	3	75391148 17-NOV-1997	2224044 16-FEB-1999	Sonny's Diamond Shine, LLC
WEATHERGUARD	3	76652639 29-DEC-2005	3175911 28-NOV-2006	Sonny's Diamond Shine, LLC
BANANA PEEL RAIL	7	77421026 13-MAR-2008	3551674 23-DEC-2008	Sonny's Enterprises, LLC
BELT FRIENDLY	7	88569469 07-AUG-2019	5998910 25-FEB-2020	Sonny's Enterprises, LLC
BIG MAN WRAP 	7	77421003 13-MAR-2008	3599884 31-MAR-2009	Sonny's Enterprises, LLC
BUFF-N-DRY	7	85007325 06-APR-2010	3927126 01-MAR-2011	Sonny's Enterprises, LLC
CARWASH COLLEGE 	41	78796832 23-JAN-2006	3304321 02-OCT-2007	Sonny's Enterprises, LLC
DIAMOND BATH	7	87764776 22-JAN-2018	5698913 12-MAR-2019	Sonny's Enterprises, LLC
DIAMOND RINSE	3, 7	87764879 22-JAN-2018	5704739 19-MAR-2019	Sonny's Enterprises, LLC
DIAMOND SHIELD	7	87764727 22-JAN-2018	5704737 19-MAR-2019	Sonny's Enterprises, LLC
DURASOFT	7	85007177 06-APR-2010	3902209 04-JAN-2011	Sonny's Enterprises, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
FLEET-O-MATIC	7	76435241 26-JUL-2002	2799847 30-DEC-2003	Sonny's Enterprises, LLC
FUSION GUARD	7	87849879 26-MAR-2018	5741299 30-APR-2019	Sonny's Enterprises, LLC
FUSION GUARD	3	88658450 17-OCT-2019		Sonny's Enterprises, LLC
FUSION RINSE	7	87851151 27-MAR-2018	5671498 05-FEB-2019	Sonny's Enterprises, LLC
FUSION SEAL	7	87850204 26-MAR-2018	5671495 05-FEB-2019	Sonny's Enterprises, LLC
FUSION WAX	3, 7	88658454 17-OCT-2019		Sonny's Enterprises, LLC
GATOR	11	77421013 13-MAR-2008	3551673 23-DEC-2008	Sonny's Enterprises, LLC
LAVA	2, 3, 7, 37	86711326 31-JUL-2015	4949811 03-MAY-2016	Sonny's Enterprises, LLC
LAVA BATH	7, 37	85592645 09-APR-2012	4333791 14-MAY-2013	Sonny's Enterprises, LLC
LAVA BATH	3	85864025 01-MAR-2013	4480088 11-FEB-2014	Sonny's Enterprises, LLC
LAVA FALL	7	85588873 04-APR-2012	4333778 14-MAY-2013	Sonny's Enterprises, LLC
LAVA FOAM	7	85590330 05-APR-2012	4333784 14-MAY-2013	Sonny's Enterprises, LLC
LAVA SEAL	7	85588854 04-APR-2012	4333777 14-MAY-2013	Sonny's Enterprises, LLC
LAVA SEAL	2, 3	85863982 01-MAR-2013	4421331 22-OCT-2013	Sonny's Enterprises, LLC
LAVA SHIELD	7, 37	85592432 09-APR-2012	4333789 14-MAY-2013	Sonny's Enterprises, LLC
LAVA SHINE	7	85588746 04-APR-2012	4333775 14-MAY-2013	Sonny's Enterprises, LLC
LAVA SHINE	3	85864059 01-MAR-2013	4424862 29-OCT-2013	Sonny's Enterprises, LLC
LAVA WAX	3, 7	85854016 19-FEB-2013	4637828 11-NOV-2014	Sonny's Enterprises, LLC
MICROCLEAN	7	78623886 05-MAY-2005	3123093 01-AUG-2006	Sonny's Enterprises, LLC
MICROPLUSH	7	87314256 26-JAN-2017	5429575 20-MAR-2018	Sonny's Enterprises, LLC
PERMACOLOR	7	78623806 05-MAY-2005	3123092 01-AUG-2006	Sonny's Enterprises, LLC
POLAR PRESOAK	3	88516898 16-JUL-2019		Sonny's Enterprises, LLC

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
POODLE BRUSH	7	77338840 28-NOV-2007	3566642 27-JAN-2009	Sonny's Enterprises, LLC
PROFIT PILOT 	42	77863923 03-NOV-2009	3810171 29-JUN-2010	Sonny's Enterprises, LLC ¹
SONNY'S	7	76067094 08-JUN-2000	2596912 23-JUL-2002	Sonny's Enterprises, LLC
SONNY'S CAR WASH PARTS 	3, 7	85508545 04-JAN-2012	4801809 01-SEP-2015	Sonny's Enterprises, LLC
SONNY'S CARWASH COLLEGE 	41	85508646 04-JAN-2012	4231439 23-OCT-2012	Sonny's Enterprises, LLC
SONNY'S FOUNDATION FRAME	7	78623901 05-MAY-2005	3167686 07-NOV-2006	Sonny's Enterprises, LLC
SONNY'S MOTOR CONTROL CENTER	9	86920030 25-FEB-2016	5297280 26-SEP-2017	Sonny's Enterprises, LLC
SONNY'S ONEWASH	35, 41	87734476 26-DEC-2017	6008440 10-MAR-2020	Sonny's Enterprises, LLC
SONNY'S POINT OF SALE	9	86920115 25-FEB-2016	5291965 19-SEP-2017	Sonny's Enterprises, LLC
SONNY'S THE CARWASH FACTORY 	7	85510339 06-JAN-2012	4325375 23-APR-2013	Sonny's Enterprises, LLC
SONNY'S TUNNEL CONTROLLER	9	86920063 25-FEB-2016	5291964 19-SEP-2017	Sonny's Enterprises, LLC
SONNY'S TUNNEL EQUIPMENT 	7	85506432 30-DEC-2011	4347546 04-JUN-2013	Sonny's Enterprises, LLC
THE CARWASH FACTORY	7	76066619 08-JUN-2000	2569266 14-MAY-2002	Sonny's Enterprises, LLC
THE TUNNEL EXPERTS	7	85694442 03-AUG-2012	4438411 26-NOV-2013	Sonny's Enterprises, LLC
WASH PILOT 	9	77863904 03-NOV-2009	3806850 22-JUN-2010	Sonny's Enterprises, LLC

¹ Owner on record is Sonny's Enterprises, Inc.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
WE MAKE CARWASHING EASY!	16, 41	78885766 17-MAY-2006	3433214 20-MAY-2008	Sonny's Enterprises, LLC
XTREME XPRESS	7, 9	77046966 17-NOV-2006	3436866 27-MAY-2008	Sonny's Enterprises, LLC
XTREME XPRESS XTERIOR	7	77081737 12-JAN-2007	3441572 03-JUN-2008	Sonny's Enterprises, LLC