

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Carwash Solutions, Inc.		10/09/2020	Corporation: DELAWARE
T.S.S. LLC		10/09/2020	Limited Liability Company: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Administrative Agent
<b>Street Address:</b>	500 W Monroe St
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6053472	NCS
Registration Number:	6034744	TSS CAR WASH EXPERTS
Serial Number:	88700997	MACNEIL
Serial Number:	88701010	MACNEIL
Serial Number:	88656835	BLAZE FX
Serial Number:	88656844	DRY FX
Serial Number:	88656849	SHIELD FX
Serial Number:	88656857	SHINE FX
Serial Number:	88656861	GLOSS FX
Serial Number:	88656870	FOAM FX
Serial Number:	88656914	FX EXPERIENCE

## CORRESPONDENCE DATA

Fax Number: 3125774565

*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: 312-577-8265

Email: kristin.brozovic@katten.com

TRADEMARK

**Correspondent Name:** Kristin Brozovic c/o Katten  
**Address Line 1:** 525 W Monroe St  
**Address Line 4:** Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 387132-358

**NAME OF SUBMITTER:** Kristin Brozovic

**SIGNATURE:** /Kristin Brozovic/

**DATE SIGNED:** 10/09/2020

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 9, 2020 (this "Agreement"), is made by National Carwash Solutions, Inc., a Delaware corporation and T.S.S. LLC, a Michigan limited liability company (each a "Grantor" and collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among NCS Holdings III Corp (as successor-in-interest to NCS Merger Corp), National Carwash Solutions, Inc., NCS Holdings II Corp, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 28, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantor party hereto is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each 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 Guaranty and Security Agreement.

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

- (a) all of its Trademarks, including, without limitation, 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, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement or other impairment thereof.

Section 3.      Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5.      Counterparts. This 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 6.      Governing Law. This 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, the undersigned Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**NATIONAL CARWASH SOLUTIONS, INC.**, a  
Delaware corporation, as the Grantor




By: \_\_\_\_\_

Name: Jesse Wurth

Title: Chief Operating Officer, Chief Financial  
Officer and Secretary

**T.S.S. LLC**, a Michigan limited liability company,  
as the Grantor



By: \_\_\_\_\_

Name: Jesse Wurth

Title: Chief Operating Officer, Chief Financial  
Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Administrative Agent



By: \_\_\_\_\_

Name: Kyle Wilson

Title: Duly Authorized Signatory

Trademark Security Agreement (NCS)

**TRADEMARK**  
**REEL: 007070 FRAME: 0942**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

1. Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner/Assignee
NCS	88700960	11/21/19	6053472	5/12/20	National Carwash Solutions, Inc.
TSS CAR WASH EXPERTS	88192474	11/13/18	6034744	4/14/20	T.S.S. LLC

2. Trademark Applications:

Trademark	Serial Number	Filing Date	Owner/Assignee
MACNEIL	88700997	11/21/19	National Carwash Solutions, Inc.
MACNEIL	88701010	11/21/19	National Carwash Solutions, Inc.
BLAZE FX	88656835	10/16/19	National Carwash Solutions, Inc.
DRY FX	88656844	10/16/19	National Carwash Solutions, Inc.
SHIELD FX	88656849	10/16/19	National Carwash Solutions, Inc.
SHINE FX	88656857	10/16/19	National Carwash Solutions, Inc.
GLOSS FX	88656861	10/16/19	National Carwash Solutions, Inc.
FOAM FX	88656870	10/16/19	National Carwash Solutions, Inc.
FX EXPERIENCE	88656914	10/16/19	National Carwash Solutions, Inc.

3. IP Licenses

None.