

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harrell's Car Wash Systems, LLC		11/20/2020	Limited Liability Company: WISCONSIN
Sonny's Car Wash Services of Florida, LLC		11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Administrative Agent		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4205456	HARRELL'S CAR WASH SYSTEMS	
Registration Number:	3078019	WASHTECH	
Registration Number:	3858940	GUARDIAN SUPERIOR SURFACE PROTECTION	
Registration Number:	4827998	IBUBBLE	
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:	21231486000		
Email:	jacoblimaldi@paulhastings.com		
Correspondent Name:	Jacob Limaldi		
Address Line 1:	200 Park Avenue		
Address Line 2:	Floor 26		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	94738-00049		
NAME OF SUBMITTER:	Jacob Limaldi		

CH \$115.00 4205456

SIGNATURE:	/s/ Jacob Limaldi
DATE SIGNED:	11/20/2020
Total Attachments: 7	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page1.tif	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page2.tif	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page3.tif	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page4.tif	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page5.tif	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page6.tif	
source=Sonny_s_Harrell_s - Trademark Security Agreement [Executed]_118511087_6_0(152092935_1)#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), dated as of November 20, 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, reference is made to that certain Credit and Guaranty Agreement (as amended by Amendment No. 1, dated as of October 23, 2020, and as further amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time in accordance with the terms thereof, the “*Credit Agreement*”), dated as of August 5, 2020, by and among Sonny’s Enterprises, LLC, a Delaware limited liability company (the “*Borrower*”), Sonny’s Holding Corporation, Inc., a Delaware corporation (“ *Holding Corporation*”), Sonny’s Holdings, LLC, a Delaware limited liability company (“*Holdings LLC*”), Genstar SCF Holdings, Inc., a Delaware corporation (“*Holdings*”), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto and Owl Rock Capital Corporation, as Administrative Agent. Pursuant to the Credit Agreement, 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 the Borrower.

WHEREAS, the Administrative Agent, the L/C Issuer(s) and the Lenders have extended credit and made 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 August 5, 2020 (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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Agreement and any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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.

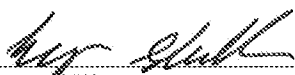
7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

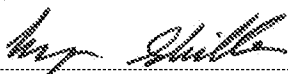
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SONNY'S CAR WASH SERVICES OF FLORIDA, LLC,
a Delaware limited liability company
as a Grantor


By: 
Name: Lynn Skillen
Title: Chief Financial Officer

HARRELL'S CAR WASH SYSTEMS, LLC, a Wisconsin
limited liability company
as a Grantor

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: 007112 FRAME: 0404

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Mark	Database	Status	Application Number Application Date	Registration Number Registration Date	Grantor
1	HARRELL'S CAR WASH SYSTEMS HARRELL'S CAR WASH SYSTEMS	U.S. Federal	REGISTERED Partial Section 2(F)	85531985 2/2/2012	4205456 9/11/2012	HARRELL'S CAR WASH SYSTEMS, INC.
2	WASHTECH	U.S. Federal	RENEWED (REGISTERED) Concurrent Use	76150718 10/20/2000	3078019 4/11/2006	HARRELL'S CAR WASH SYSTEMS, INC.
3	HARRELL'S CAR WASH SYSTEMS	U.S. State	REGISTERED IN	20170278 6/30/2017	20170278 6/30/2017	HARRELL'S CAR WASH SYSTEMS, INC.
4	HARRELL'S CAR WASH SYSTEMS	U.S. State	REGISTERED IN	20170279 6/30/2017	20170279 6/30/2017	HARRELL'S CAR WASH SYSTEMS, INC.
5	GUARDIAN SUPERIOR SURFACE PROTECTIN 	U.S. Federal	REGISTERED	77789149 7/24/2009	3858940 10/12/2020	SONNY'S CAR WASH SERVICES OF FLORIDA, LLC
6	iBUBBLE	U.S. Federal	REGISTERED	86260508 4/23/2014	4827998 10/6/2015	HARRELL'S CAR WASH SYSTEMS, INC.

COMMON LAW TRADEMARKS

Mark	Date of First Use	Jurisdiction	Grantor
FLORIDA CAR WASH SERVICES	Filed Date: 01/13/2016 Expiration Date: 12/31/2021	U.S. and Florida	Sonny's Car Wash Services of Florida, LLC

	January 13, 2016	U.S. and Florida	Sonny's Car Wash Services of Florida, LLC
	January 1, 2020	U.S. and Florida	Sonny's Car Wash Services of Florida, LLC
SOLUTIONS DIRECT	May 22, 2009	U.S. and Florida	Sonny's Car Wash Services of Florida, LLC
MID FLORIDA CAR WASH	March 23, 2004	U.S. and Florida	Sonny's Car Wash Services of Florida, LLC
	March 22, 2009	U.S. and Florida	Sonny's Car Wash Services of Florida, LLC