

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grease Monkey International, LLC		11/24/2020	Limited Liability Company: DELAWARE
Grease Monkey Midwest, LLC		11/24/2020	Limited Liability Company: DELAWARE
Grease Monkey Franchising, LLC		11/24/2020	Limited Liability Company: COLORADO
SpeeDee Worldwide, LLC		11/24/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital LLC
<b>Street Address:</b>	100 South Wacker Drive
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
<b>Registration Number:</b>	2906682	AMERICAN LUBEFAST
<b>Registration Number:</b>	5662344	FULLSPEED AUTOMOTIVE
<b>Registration Number:</b>	5662426	FULL SPEED AUTOMOTIVE
<b>Registration Number:</b>	2642604	GENUINE GREASE MONKEY PREVENTIVE MAINTEN
<b>Registration Number:</b>	1954725	GM
<b>Registration Number:</b>	3767061	GREASE MONKEY
<b>Registration Number:</b>	1945774	GREASE MONKEY
<b>Registration Number:</b>	3145105	GREASE MONKEY
<b>Serial Number:</b>	86668874	GREASE MONKEY
<b>Serial Number:</b>	86668866	GREASE MONKEY
<b>Serial Number:</b>	86668870	GREASE MONKEY
<b>Serial Number:</b>	86668880	GREASE MONKEY
<b>Serial Number:</b>	86668882	GREASE MONKEY
<b>Serial Number:</b>	86668877	GREASE MONKEY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86668885	GREASE MONKEY
Registration Number:	4136956	GREASE MONKEY OIL CHANGES & MORE
Registration Number:	3116868	GREASE MONKEY PREVENTIVE MAINTENANCE PRO
Registration Number:	1954724	GREASE MONKEY 10 MINUTE LUBE & OIL PROS
Registration Number:	1385455	GREASE MONKEY 10 MINUTE LUBE & OIL PROS
Registration Number:	2469621	GREASE MONKEY LUBE & OIL PROS
Registration Number:	2662189	GREASE MONKEY PREVENTIVE MAINTENANCE PRO
Registration Number:	1178487	GREASE MONKEY THE 10 MINUTE LUBE PROS
Registration Number:	1470959	LUBE PRO'S
Registration Number:	1470958	LUBE PRO'S
Registration Number:	1518306	LUBEPRO'S
Registration Number:	1820158	LUBEPRO'S WHEN IT'S TIME FOR A CHANGE
Registration Number:	3028166	MONKEY SHINE
Registration Number:	6058911	PIT CREW GUARANTEE
Registration Number:	5595255	SERVICE DONE RIGHT. ON TIME...GUARANTEED
Registration Number:	1700848	SEYMORE MILES
Registration Number:	1998203	WHEN IT'S TIME FOR A CHANGE
Registration Number:	4721017	FULL SERVICE. FULL SPEED.
Registration Number:	1425159	
Registration Number:	3736304	SPEEDEE OIL CHANGE
Registration Number:	4631872	SPEEDEE OIL CHANGE & AUTO SERVICE
Registration Number:	5776367	SPEEDEE OIL CHANGE & AUTO SERVICE
Registration Number:	5776368	SPEEDEE OIL CHANGE & AUTO SERVICE
Registration Number:	5609778	SPEEDEE OIL CHANGE & AUTO SERVICE
Registration Number:	5609779	SPEEDEE OIL CHANGE & AUTO SERVICE
Registration Number:	3736308	SPEEDEE OIL CHANGE
Registration Number:	3736307	SPEEDEE OIL CHANGE
Registration Number:	3736306	SPEEDEE OIL CHANGE
Registration Number:	3736305	SPEEDEE OIL CHANGE
Registration Number:	3017115	SPEEDEE OIL CHANGE & TUNE UP
Registration Number:	1959481	SPEEDEE OIL CHANGE & TUNE UP
Registration Number:	5804321	TOTAL TRUST GUARANTEE
Registration Number:	5804319	TOTAL TRUST GUARANTEE
Registration Number:	4755490	WHEN IT'S TIME FOR A CHANGE, THINK SPEED
Registration Number:	2881233	WHEN IT'S TIME FOR A CHANGE, THINK SPEED
Registration Number:	4686139	YOUR FULL SERVICE AUTO MAINTENANCE & REP
Registration Number:	5626145	GET REWARDED UNCLEEDSOIL.COM
Registration Number:	5620982	TRUST YOUR FLEET TO UNCLE EDS

Property Type	Number	Word Mark
Registration Number:	5203539	UNCLE ED'S FAST. FRIENDLY. PROFESSIONAL.
Registration Number:	5203538	MICHIGAN PROUD SINCE 1982
Registration Number:	5203536	LIFE IS BUSY UNCLE ED'S SAVES YOU TIME S
Registration Number:	5194881	UNCLE ED'S LETS YOU GET READY FOR THE RO
Registration Number:	5194880	RELAX IN YOUR CAR WE'LL DO THE REST WE M
Registration Number:	4304684	ED
Registration Number:	1905967	WE DON'T JUST DO IT FAST, WE DO IT RIGHT
Registration Number:	1243150	UNCLE ED'S OIL SHOPPE
Registration Number:	2168543	AUTOBATH AMERICA
Serial Number:	90182659	FULL SERVICE. FULL SPEED. FULL TRUST.

#### 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:** 2136207848  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0118-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	11/24/2020

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor” and, collectively, the “**Grantors**”) in favor of Golub Capital LLC for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of November 24, 2020 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) ; provided, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, domain names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


**SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

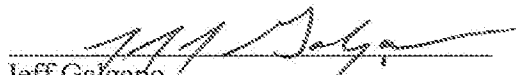
**GREASE MONKEY INTERNATIONAL, LLC,**  
as Grantor

By:   
Name: Jeff Galgano  
Title: Chief Financial Officer

**GREASE MONKEY MIDWEST, LLC,**  
as Grantor

By:   
Name: Jeff Galgano  
Title: Chief Financial Officer

**GREASE MONKEY FRANCHISING, LLC,**  
as Grantor

By:   
Name: Jeff Galgano  
Title: Chief Financial Officer

**SPEEDEE WORLDWIDE, LLC,**  
as Grantor

By:   
Name: Jeff Galgano  
Title: Chief Financial Officer

**GOLUB CAPITAL LLC,**  
as Administrative Agent

By: 




Name: Marc C. Robinson  
Title: Authorized Signatory









[Signature Page to Trademark Security Agreement]



SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

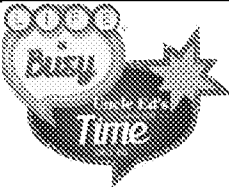
**TRADEMARK REGISTRATIONS AND APPLICATIONS**



Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
AMERICAN LUBEFAST	78/327661	11/13/03	2906682	11/30/04	Registered	Grease Monkey Midwest, LLC
FULLSPEED AUTOMOTIVE	87/516934	07/05/17	5662344	01/22/19	Registered	Grease Monkey International, LLC
 FULLSPEED AUTOMOTIVE & Design	87/563987	08/10/17	5662426	01/22/19	Registered	Grease Monkey International, LLC
 GENUINE GREASE MONKEY PREVENTIVE MAINTENANCE PROS & Design	76/340403	11/19/01	2642604	10/29/02	Registered	Grease Monkey International, LLC
 GM and Design of Monkey	74/631337	02/08/95	1954725	02/06/96	Registered	Grease Monkey International, LLC
GREASE MONKEY	77/803870	08/13/09	3767061	03/30/10	Registered	Grease Monkey International, LLC
GREASE MONKEY	74/631335	02/08/95	1945774	01/02/96	Registered	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	78/719422	09/23/05	3145105	09/19/06	Registered	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	86/668874	06/19/15			Allowed	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	86/668866	06/19/15			Allowed	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	86/668870	06/19/15			Allowed	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	86/668880	06/19/15			Allowed	Grease Monkey International, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
GREASE MONKEY (stylized letters)						
 GREASE MONKEY (stylized letters)	86/668882	06/19/15			Allowed	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	86/668877	06/19/15			Allowed	Grease Monkey International, LLC
 GREASE MONKEY (stylized letters)	86/668885	06/19/15			Allowed	Grease Monkey International, LLC
 Oil Changes & More GREASE MONKEY (stylized letters) OIL CHANGES & MORE	85/343100	06/10/11	4136956	05/01/12	Registered	Grease Monkey International, LLC
 Preventive Maintenance Pros GREASE MONKEY (stylized letters) PREVENTIVE MAINTENANCE PROS	78/664077	07/05/05	3116868	07/18/06	Registered	Grease Monkey International, LLC
GREASE MONKEY 10 MINUTE LUBE & OIL PROS	74/631336	02/08/95	1954724	02/06/96	Registered	Grease Monkey International, LLC
 GREASE MONKEY 10 MINUTE LUBE & OIL PROS & Design	73/516818	01/09/85	1385455	03/04/86	Registered	Grease Monkey International, LLC
GREASE MONKEY LUBE & OIL PROS	76/074529	06/21/00	2469621	07/17/01	Registered	Grease Monkey International, LLC
GREASE MONKEY PREVENTIVE MAINTENANCE PROS	76/283167	07/10/01	2662189	12/17/02	Registered	Grease Monkey International, LLC
 GREASE MONKEY THE 10 MINUTE LUBE PROS & Design	73/222070	07/03/79	1178487	11/17/81	Registered	Grease Monkey International, LLC
LUBE PRO'S	73/537538	05/14/85	1470959	12/29/87	Registered	Grease Monkey Franchising, LLC
	73/537533	05/14/85	1470958	12/29/87	Registered	Grease Monkey Franchising, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
LUBE PRO'S & Design  LUBEPRO'S & Design	73/718534	03/24/88	1518306	12/27/88	Registered	Grease Monkey Franchising, LLC
 LUBEPRO'S WHEN IT'S TIME FOR A CHANGE & Design	74/382646	04/26/93	1820158	02/08/94	Registered	Grease Monkey Franchising, LLC
MONKEY SHINE	78/496946	10/08/04	3028166	12/13/05	Registered	Grease Monkey International, LLC
 PIT CREW GUARANTEE & Design	86/708902	07/29/15	6058911	05/19/20	Registered	Grease Monkey International, LLC
SERVICE DONE RIGHT. ON TIME... GUARANTEED.	87/845083	03/22/18	5595255	10/30/18	Registered	Grease Monkey International, LLC
SEYMORE MILES	74/188337	07/25/91	1700848	07/14/92	Registered	Grease Monkey International, LLC
WHEN IT'S TIME FOR A CHANGE	74/718514	08/21/95	1998203	09/03/96	Registered	Grease Monkey Franchising, LLC
FULL SERVICE. FULL SPEED	86/083285	10/04/13	4721017	04/14/15	Registered	SpeedDee Worldwide, LLC
FULL SERVICE. FULL SPEED. FULL TRUST	90/182659	09/15/20			Pending	SpeedDee Worldwide, LLC
 SpeedDee Oil Can Design	73/595487	04/28/86	1425159	01/13/87	Registered	SpeedDee Worldwide, LLC
SPEEDEE OIL CHANGE	77/727955	05/04/09	3736304	01/12/10	Registered	SpeedDee Worldwide, LLC
SPEEDEE OIL CHANGE & AUTO SERVICE	86/227649	03/20/14	4631872	11/04/14	Registered	SpeedDee Worldwide, LLC
 SPEEDEE OIL CHANGE & AUTO SERVICE (Stylized - B&W)	87/638152	10/09/17	5776367	06/11/19	Registered	SpeedDee Worldwide, LLC
 SPEEDEE OIL CHANGE & AUTO SERVICE (Stylized - Color)	87/638153	10/09/17	5776368	06/11/19	Registered	SpeedDee Worldwide, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
 SPEEDEE OIL CHANGE & AUTO SERVICE SPEEDEE OIL CHANGE & AUTO SERVICE and Oil Can Design	87/636700	10/06/17	5609778	11/20/18	Registered	Speedee Worldwide, LLC
 SPEEDEE OIL CHANGE & AUTO SERVICE SPEEDEE OIL CHANGE & AUTO SERVICE and Oil Can Design (in color)	87/636706	10/06/17	5609779	11/20/18	Registered	Speedee Worldwide, LLC
 SPEEDEE OIL CHANGE & Large Oil Can	77/727971	05/04/09	3736308	01/12/10	Registered	Speedee Worldwide, LLC
 SPEEDEE OIL CHANGE & Large Oil Can Design (in color)	77/727966	05/04/09	3736307	01/12/10	Registered	Speedee Worldwide, LLC
 SPEEDEE OIL CHANGE & Small Oil Can Design	77/727962	05/04/09	3736306	01/12/10	Registered	Speedee Worldwide, LLC
 SPEEDEE OIL CHANGE & Small Oil Can Design (in color)	77/727958	05/04/09	3736305	01/12/10	Registered	Speedee Worldwide, LLC
SPEEDEE OIL CHANGE & TUNE UP	76/614312	09/29/04	3017115	11/22/05	Registered	Speedee Worldwide, LLC
 SPEEDEE OIL CHANGE & TUNE UP and Design	74/220654	11/12/91	1959481	03/05/96	Registered	Speedee Worldwide, LLC
TOTAL TRUST GUARANTEE	88/199070	11/19/18	5804321	07/16/19	Registered	Speedee Worldwide, LLC
 TOTAL TRUST GUARANTEE Design	88/199060	11/19/18	5804319	07/16/19	Registered	Speedee Worldwide, LLC
WHEN IT'S TIME FOR A CHANGE, THINK	86/433573	10/24/14	4755490	06/16/15	Registered	Speedee Worldwide, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
SPEEDEE OIL CHANGE & AUTO SERVICE						
WHEN IT'S TIME FOR A CHANGE, THINK SPEEDEE OIL CHANGE AND TUNE-UP	76/550922	09/22/03	2881233	09/07/04	Registered	SpeedDee Worldwide, LLC
YOUR FULL SERVICE AUTO MAINTENANCE & REPAIR CENTER	86/227659	03/20/14	4686139	02/10/15	Registered	SpeedDee Worldwide, LLC
 GET REWARDED UNCLEEDSOIL.COM and Design	87/853652	03/28/18	5626145	12/11/18	Registered	Grease Monkey Midwest, LLC
 TRUST YOUR FLEET TO UNCLE ED'S and Design	87/843736	03/21/18	5620982	12/04/18	Registered	Grease Monkey Midwest, LLC
 UNCLE ED'S FAST. FRIENDLY. PROFESSIONAL. PERFECTION GUARANTEED! SINCE 1982 and Design	87/150880	08/25/16	5203539	05/16/17	Registered	Grease Monkey Midwest, LLC
 MICHIGAN PROUD SINCE 1982 and Design	87/150720	08/25/16	5203538	05/16/17	Registered	Grease Monkey Midwest, LLC
 LIFE IS BUSY UNCLE ED'S SAVES YOU TIME SINCE 1982 and Design	87/150619	08/25/16	5203536	05/16/17	Registered	Grease Monkey Midwest, LLC
 UNCLE ED'S LET'S YOU GET READY FOR THE ROAD SINCE 1982 and Design	87/150448	08/25/16	5194881	05/02/17	Registered	Grease Monkey Midwest, LLC
RELAX IN YOUR CAR WE'LL DO THE REST WE	87/150345	08/25/16	5194880	05/02/17	Registered	Grease Monkey Midwest, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
 MAKE IT EASY. And Design						
 ED and Design	85/671838	07/09/12	4304684	03/19/13	Registered	Grease Monkey Midwest, LLC
WE DON'T JUST DO IT FAST, WE DO IT RIGHT	74/549391	07/14/94	1905967	07/18/95	Registered	Grease Monkey Midwest, LLC
<b>Uncle Ed's</b> <b>OIL</b> <b>SHOPPE</b> UNCLE ED'S OIL SHOPPE and Design	73/373582	07/08/82	1243150	06/21/83	Registered	Grease Monkey Midwest, LLC
AUTOBATH AMERICA	75/224141	01/10/97	2168543	06/23/98	Registered	Grease Monkey Midwest, LLC