

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Water Express Car Wash I, LLC		12/18/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	333 Clay St., Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6217343	WHITEWATER EXPRESS CAR WASH	
Serial Number:	88312177	WHITEWATER EXPRESS	
Serial Number:	88312203	WHITEWATER EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214.651.5719		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Haynes and Boone, LLP - IP Section		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	24835.22		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	12/22/2020		
Total Attachments: 5			
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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2020 (this “Security Agreement”), is made by **WHITE WATER EXPRESS CAR WASH I, LLC**, a Texas limited liability company (the “Grantor”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, White Water Express Car Wash I, LLC, a Texas limited liability company (the “Administrative Borrower”), WhiteWater Holding Company, LLC, a Delaware limited liability company (“Holdings”), the other Borrowers and Guarantors party thereto, the lenders from time to time party thereto and the Administrative Agent have entered into a Loan Agreement, dated as of December 18, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Holdings and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of December 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees 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. The 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 pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and the 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security 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 7 **Governing Law.** This Security 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 Texas.

*[Remainder of Page Intentionally Left Blank;
Signature Pages to Follow]*

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

WHITE WATER EXPRESS CAR WASH I, LLC

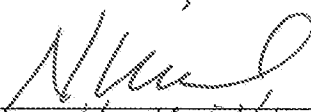
By: 

Name: Steve A. Mathis
Title: Chief Executive Officer and Chief
Financial Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: 
Name: NATHAN VILLAREAL
Title: SVP

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
White Water Express Car Wash I, LLC	WHITEWATER EXPRESS	88312190	December 8, 2020	Approved	Owned

II. TRADEMARK APPLICATIONS

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
White Water Express Car Wash I, LLC	WHITEWATER EXPRESS-3 Waves Oval Logo	88312177	February 22, 2019	Approval Pending	
White Water Express Car Wash I, LLC	WHITEWATER EXPRESS-Flip Mascot/Logo	88312203	February 22, 2019	Approval Pending	