

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.S.S. LLC		12/29/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5185850	IMENU	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	040896-0155		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	12/29/2020		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of December 29, 2020, by each of the undersigned grantors (each a “Grantor”, and, collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of December 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all Patents, Trademarks and Copyrights of such Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized by any of the foregoing Trademarks, and (c) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing Patents, Copyrights or Trademarks, or unfair competition regarding the same.

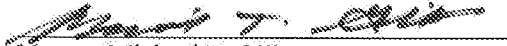
SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form reasonably acceptable to such Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

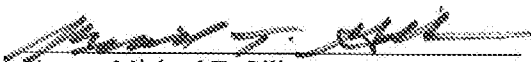
SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

CLEANING SYSTEMS, LLC
HI PERFORMANCE WASH SYSTEMS, INC.
NATIONAL CARWASH SOLUTIONS, INC.
NU LOOK CAR CARE, LLC,
TRANSCLEAN, LLC
T.S.S. LLC
each, as a Grantor

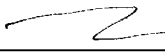
By: 
Name: Michael T. Gillen
Title: Chief Executive Officer

VACUUM TECHNOLOGIES, LLC
as a Grantor

By: 
Name: Michael T. Gillen
Title: Chairman

[Signature Page to Intellectual Property Security Agreement]

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Trademarks



PATENTS AND PATENT APPLICATIONS

TITLE	APPLICATION	FILING DATE	PATENT	RECORD OWNER
Chemical metering	14933314	11/5/2015	9623385	Cleaning Systems, LLC
Cleaning composition	10271632	10/15/2002	6696399	Cleaning Systems, LLC
Product metering system	13011493	1/21/2011	9676371	Cleaning Systems, LLC
Product metering system	15619740	6/12/2017	9932018	Cleaning Systems, LLC
Product metering system	15942993	4/2/2018	10857982	Cleaning Systems, LLC
Product metering system	17113375	12/7/2020		Cleaning Systems, LLC
Self-filling graduated cylinder system	15787315	10/18/2017	10151614	Cleaning Systems, LLC
Self-filling graduated cylinder system	16210906	12/5/2018	10488244	Cleaning Systems, LLC
Tire dressing system	12044684	3/7/2008	7582164	Cleaning Systems, LLC
Vehicle wash control	15674111	8/10/2017	10144396	Cleaning Systems, LLC
Vehicle wash control	16203211	11/28/2018	10730486	Cleaning Systems, LLC
Collapsible gantry car wash	15282195	9/30/2016	10130164	National Carwash Solutions, Inc.
Funnel for facilitating emptying of a liquid-filled container	14229953	3/30/2014	9327955	National Carwash Solutions, Inc.
Tire-shine system and method	12018609	1/23/2008	8689385	National Carwash Solutions, Inc.
Archway	29714318	11/22/2019		National Carwash Solutions, Inc.
Vehicle wash system for washing a vehicle while the car is driven through the vehicle washing	63025798	5/15/2020		National Carwash Solutions, Inc.
Dual connection cyclonic overhead separator	16869256	5/7/2020		Vacuum Technologies, LLC
Structural solar arch	63070635	8/26/2020		Vacuum Technologies, LLC
Vehicle treatment bay	29747971	8/26/2020		Vacuum Technologies, LLC
Vehicle treatment bay with canopy having solar cells on at least a portion	29747975	8/26/2020		Vacuum Technologies, LLC
Signage	29582828	10/31/2016	D838781	T.S.S. LLC ¹

¹ Pending USPTO filing to update owner from T.S.S. Inc. to T.S.S. LLC.

TITLE	APPLICATION	FILING DATE	PATENT	RECORD OWNER
Storage System	13768976	9/22/2015	9139331	TSS LLC
Signage	29592923	2/3/2017	D835723	T.S.S. LLC ²

TRADEMARKS

TRADEMARK	REG. NO.	RECORD OWNER
ACCU WASH	2649357	Transclean, LLC
LINEAR WASH	2710969	Transclean, LLC
TRANSCLEAN	1929602	Transclean, LLC
PURE SCENT	1938226	Cleaning Systems, LLC
VIVIDRY	1995612	Cleaning Systems, LLC
TUNNEL BRITE	2038970	Cleaning Systems, LLC
	2178456	Cleaning Systems, LLC
LOOKING GLASS	2192265	Cleaning Systems, LLC
SENSATION	2193696	Cleaning Systems, LLC
SPECTRUM	2195688	Cleaning Systems, LLC
TRANSWASH	2232326	Cleaning Systems, LLC
PERFORMIX	2266733	Cleaning Systems, LLC
TRANSCLEAN	2281492	Transclean, LLC
RUST-BAN	2330605	Cleaning Systems, LLC
BIG DOG EXPRESS WASH	2432782	Transclean, LLC.
THE EDGE	2437838	Cleaning Systems, LLC
WORRYFREE	2514453	Cleaning Systems, LLC
THE ANSWER	2674721	Cleaning Systems, LLC
PEARL	2681395	Cleaning Systems, LLC
LUSTRA FOAM	2686701	Cleaning Systems, LLC
LIFTOFF	2802089	Cleaning Systems, LLC
THEOPTION	2802096	Cleaning Systems, LLC
OPTIMIZER	2838094	Cleaning Systems, LLC
BLAST	2898935	Cleaning Systems, LLC
	2926175	Cleaning Systems, LLC
BUGGOO	2936386	Cleaning Systems, LLC

² Pending USPTO filing to update owner from T.S.S. Inc. to T.S.S. LLC.

TRADEMARK	REG. NO.	RECORD OWNER
SUPERSLICK	2936390	Cleaning Systems, LLC
HORIZON	3006915	Cleaning Systems, LLC
DRI-MAX	3067447	Cleaning Systems, LLC
DYNABRITE	3157906	Cleaning Systems, LLC
AQUAFOAM	3157908	Cleaning Systems, LLC
OFF THE WALL	3236991	Cleaning Systems, LLC
GLO-N-GO	3236992	Cleaning Systems, LLC
CITRICICE	3264378	Cleaning Systems, LLC
DISSOLVE	3311379	Cleaning Systems, LLC
GLO CRÈME PROTECTANT	3311383	Cleaning Systems, LLC
HYDROCLEAR	3311385	Cleaning Systems, LLC
WHEEL GUARD	3548498	Cleaning Systems, LLC
PROSHIELD	3586770	Cleaning Systems, LLC
DYNAEDGE	3626583	Cleaning Systems, LLC
DYNAEDGE	3626591	Cleaning Systems, LLC
ULTRAFLEX	3626883	Cleaning Systems, LLC
INTERSHINE	3626949	Cleaning Systems, LLC
LIVE GREEN ... GET CLEAN	3638949	Cleaning Systems, LLC
EARTH READY	3639009	Cleaning Systems, LLC
INTERGREEN	3668648	Cleaning Systems, LLC
LAUNCH	3671995	Cleaning Systems, LLC
DYNASHIELD	3722280	Cleaning Systems, LLC
LUSTRASHIELD	3749737	Cleaning Systems, LLC
GOT SHINE?	3751878	Cleaning Systems, LLC
THE EXPERIENCE	3751933	Cleaning Systems, LLC
EXPRESS SHOP	3751956	Cleaning Systems, LLC
LUSTRA	3757596	Cleaning Systems, LLC
CLEARMIX	3809340	Cleaning Systems, LLC
FLOW PACK	3809388	Cleaning Systems, LLC
BRITEC	3816433	Cleaning Systems, LLC
TRIUMPH	3827000	Cleaning Systems, LLC
SOLVX	3830514	Cleaning Systems, LLC
AT CARWASHES THAT CARE	3833721	Cleaning Systems, LLC
EVALUEATION	3836684	Cleaning Systems, LLC
IMIX	3853284	Cleaning Systems, LLC
BEYOND THE SHINE	3853298	Cleaning Systems, LLC
BDR	3925569	Cleaning Systems, LLC
CSIMART	4178797	Cleaning Systems, LLC
MIZER	4178816	Cleaning Systems, LLC
CHEMPOD	4221606	Cleaning Systems, LLC

TRADEMARK	REG. NO.	RECORD OWNER
LIQUIBASE	4234194	Cleaning Systems, LLC
FLEXPOD	4234219	Cleaning Systems, LLC
LUSTRALAVA	4330712	Cleaning Systems, LLC
ILEVEL	5019431	Cleaning Systems, LLC
PROSHEEN	5508004	Cleaning Systems, LLC
SALT-HALT	5199679	Cleaning Systems, LLC
WIPEOUT	3233277	Cleaning Systems, LLC
MIRASHIELD	1955005	Cleaning Systems, LLC
THE ONE STEP	1938228	Cleaning Systems, LLC
D-BUG-IT	1966263	Cleaning Systems, LLC
ADVANTAGE	1919178	Cleaning Systems, LLC
WHITE LINE PLUS	1911014	Cleaning Systems, LLC
FREEDOM	1911012	Cleaning Systems, LLC
APEXAMER	6159981	Cleaning Systems, LLC
BLAZE FX (stylized design)	6198337	National Carwash Solutions, Inc.
MACNEIL	6198488	National Carwash Solutions, Inc.
TSS CAR WASH EXPERTS (stylized/design)	6034744	National Carwash Solutions, Inc.
FX EXPERIENCE	6198343	National Carwash Solutions, Inc.
DRY FX (stylized design)	6198338	National Carwash Solutions, Inc.
FOAM FX (stylized design)	6198342	National Carwash Solutions, Inc.
GLOSS FX (stylized design)	6198341	National Carwash Solutions, Inc.
SHIELD FX (stylized design)	6198339	National Carwash Solutions, Inc.
SHINE FX (stylized design)	6198340	National Carwash Solutions, Inc.
COLORWAVE	5064610	National Carwash Solutions, Inc.
CLEAN TOUCH (stylized)	4743924	National Carwash Solutions, Inc.
RYKO SOLUTIONS, INC.	4278169	National Carwash Solutions, Inc.
ULTRACLEAR	4923654	National Carwash Solutions, Inc.
RYKO (stylized)	4281497	National Carwash Solutions, Inc.

TRADEMARK	REG. NO.	RECORD OWNER
RYKO (stylized)	4584825	National Carwash Solutions, Inc.
PULSE	4219092	National Carwash Solutions, Inc.
CLEANTOUCH	4632740	National Carwash Solutions, Inc.
PAYSMART	4629052	National Carwash Solutions, Inc.
SOFTGLOSS MAXX	3560235	National Carwash Solutions, Inc.
SOFTGLOSS XS	2160385	National Carwash Solutions, Inc.
FOAMBRITE	2160384	National Carwash Solutions, Inc.
RYKO	1689853	National Carwash Solutions, Inc.
CODE-A-WASH	1598173	National Carwash Solutions, Inc.
RYKO (stylized)	1377882	National Carwash Solutions, Inc.
MACNEIL (stylized/design)	6198489	National Carwash Solutions, Inc.
NCS (stylized/design)	6053472	National Carwash Solutions, Inc.
TIMEMASTER HI-PERFORMANCE WASH SYSTEMS, INC. DENVER, CO.	3095280	Hi-Performance Wash Systems, Inc.
IMENU	5185850	T.S.S. LLC
NULOOK CAR CARE, INC.	3147780	Nu Look Car Care, LLC. ³
CARWASH SOLUTIONS & Design	3830834	Car Wash Solutions, LLC

³ Pending USPTO assignment to update record owner from NU Look Car Care Supply, Inc. to Nu Look Car Care, LLC.

TRADEMARK	REG. NO.	RECORD OWNER
VACUTECH	5707338	Vacuum Technologies, LLC ⁴

TRADEMARK APPLICATIONS

None.

⁴ Pending USPTO assignment to update record owner from Vacutech, LLC to Vacuum Technologies, LLC.

Copyrights

COPYRIGHTS

TITLE	REG. NO.	REG. DATE	REGISTERED OWNER
TSS 2012/13 Master Catalog	TX0007527368	4/5/2012	T.S.S. LLC
TSS 2014-15 Master Catalog	TX0008057351	11/14/2014	T.S.S. LLC
Sign Placard and Post (LED Animated Border)	N/A	N/A	T.S.S. LLC
Illuminated Arch	N/A	N/A	T.S.S. LLC
Touch free washing report	TX0004484286	2/6/1997	National Carwash Solutions, Inc. ⁵
Owner/operator manual for the TFX5000 Total Fluid Xchange System (TFX) for vehicular automatic transmissions / by TransClean Corporation.	TX0004137955	10/5/1995	TransClean LLC. ⁶
TFX 5000	TX0004117887	10/5/1995	TransClean LLC. ⁷
TFX5000 sales support info packet.	TX0004128892	10/10/1995	TransClean LLC. ⁸

COPYRIGHT APPLICATIONS

None.

⁵ Pending USCO filing to update record owner from RYKO Solutions, Inc. to National Carwash Solutions, Inc.

⁶ Pending USCO filing to update record owner from TransClean Corporation to TransClean LLC

⁷ Pending USCO filing to update record owner from TransClean Corporation to TransClean LLC

⁸ Pending USCO filing to update record owner from TransClean Corporation to TransClean LLC