# OP \$390.00 86385618

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM619238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment at R/F 6045/0797

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Administrative agent		12/29/2020	Limited Partnership: DELAWARE

## **RECEIVING PARTY DATA**

Name:	National Carwash Solutions, Inc.	
Street Address:	1500 SE 37th Street	
City:	Grimes	
State/Country:	IOWA	
Postal Code:	50111	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	86385618	ULTRACLEAR
Serial Number:	86186417	COLORWAVE
Serial Number:	85551041	CLEANTOUCH
Serial Number:	85549286	PAYSMART
Serial Number:	85549226	CLEAN TOUCH
Serial Number:	85463292	RYKO
Serial Number:	85463766	RYKO SOLUTIONS, INC.
Serial Number:	85463325	RYKO
Serial Number:	85372843	PULSE
Serial Number:	77468432	SOFTGLOSS MAXX
Serial Number:	75277814	FOAMBRITE
Serial Number:	75277823	SOFTGLOSS XS
Serial Number:	74174437	RYKO
Serial Number:	73768103	CODE-A-WASH
Serial Number:	73450220	RYKO

## CORRESPONDENCE DATA

**Fax Number:** 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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900590185 REEL: 007158 FRAME: 0701

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**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:	01/08/2021

### **Total Attachments: 4**

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 29, 2020, by ANTARES CAPITAL LP, in its capacity as Administrative Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, National Carwash Solutions, Inc., a Delaware corporation ("<u>Grantor</u>") and Secured Party are party to that certain Guaranty and Security Agreement dated as of April 28, 2017 (as may have been amended restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), pursuant to which the Grantor executed and delivered to the Secured Party that certain Trademark Security Agreement dated as of April 28, 2017 (the "<u>Trademark Security Agreement</u>") which was recorded by the Trademark Division of the United States Patent and Trademark Office on April 28, 2017 at Reel 6045 Frame 0797;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor mortgaged, pledged, hypothecated and granted to Secured Party for the benefit of the Credit Parties a Lien on and security interest in (the "Security Interest") the Trademark Collateral (as defined below) as 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; and

WHEREAS, Grantor has requested that Secured Party release the Security Interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby terminates the Trademark Security Agreement and releases the Security Interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
  - (i) all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> 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.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademark Collateral.

3.	Secured Party hereby authorizes the Grantor (and any successor to the Grantor, including
any person	or entity hereafter holding any right, title or interest in the Trademark Collateral) to record this
Trademark	Release and Reassignment with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By:

Name: Kyle Wilson

Title: Duly Authorized Signatory

# SCHEDULE 1

# **Trademark Collateral**

# Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Registered Owner
ULTRACLEAR	86385618	9/4/14	4923654	3/22/16	National Carwash Solutions, Inc.
COLORWAVE	86186417	2/6/14	5064610	10/18/16	National Carwash Solutions, Inc.
CLEANTOUCH	85551041	2/23/12	4632740	11/4/14	National Carwash Solutions, Inc.
PAYSMART	85549286	2/22/12	4629052	10/28/14	National Carwash Solutions, Inc.
CLEAN TOUCH	85549226	2/22/12	4743924	5/26/15	National Carwash Solutions, Inc.
RYKO	85463292	11/3/11	4584825	8/12/14	National Carwash Solutions, Inc.
RYKO SOLUTIONS, INC.	85463766	11/3/11	4278169	1/22/13	National Carwash Solutions, Inc.
RYKO	85463325	11/3/11	4281497	1/29/13	National Carwash Solutions, Inc.
PULSE	85372843	7/15/11	4219092	10/2/12	National Carwash Solutions, Inc.
SOFTGLOSS MAXX	77468432	5/7/08	3560235	1/13/09	National Carwash Solutions, Inc.
FOAMBRITE	75277814	4/21/97	2160384	5/26/98	National Carwash Solutions, Inc.
SOFTGLOSS XS	75277823	4/21/97	2160385	5/26/98	National Carwash Solutions, Inc.
RYKO	74174437	6/10/91	1689853	6/2/92	National Carwash Solutions, Inc.
CODE-A-WASH	73768103	12/8/88	1598173	5/29/90	National Carwash Solutions, Inc.
RYKO	73450220	10/28/83	1377882	1/14/86	National Carwash Solutions, Inc.

**Trademark Applications:** 

None.

RECORDED: 01/08/2021