

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Reel/Frame 6173/0138		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Second Lien Administrative Agent		01/20/2021	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Boing US Holdco, Inc.		
Street Address:	6300 S Syracuse Way, Suite 290		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2823469	GOOGOO	
Registration Number:	3491953	SAVE \$9 BUY 4 WORKS WASHES GET 5TH WASH	
Registration Number:	3484444	RELAX IN YOUR CAR - WE DO THE WASHING FO	
Registration Number:	3710899	THE ORIGINAL 3-MINUTE EXPRESS WASH	
Registration Number:	3439509	EVERY WASH GUARANTEED OUR WAY OF SAYING	
Serial Number:	87252023	CAR WASH USA EXPRESS	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1318500		
NAME OF SUBMITTER:	Karen S. Cottrell		

OP \$165.00 2823469

SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	01/22/2021
Total Attachments: 9 source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page2.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page3.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page4.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page5.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page6.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page7.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page8.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page9.tif source=BB#94076614v1 - (Trademark Release Second Lien - BOING US HOLDCO - 6173 0138 - for filing)#page10.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENTS

This RELEASE of each NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (FIRST LIEN) and each NOTICE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (SECOND LIEN) (this “Release”) is made as of January 20, 2021, by GOLDMAN SACHS BANK USA, as administrative agent for the Secured Parties under the First Lien Collateral Agreement (as defined below) (in such capacity, together with its successors in such capacity, the “First Lien Administrative Agent”) and by GOLDMAN SACHS BANK USA, as administrative agent for the Secured Parties under the Second Lien Collateral Agreement (as defined below) (in such capacity, together with its successors in such capacity, the “Second Lien Administrative Agent” and together in its capacity as the “First Lien Administrative Agent, the “Administrative Agent”) in favor of the undersigned (individually, a “Grantor”, and, collectively, the “Grantors”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Collateral Agreements or the Trademark Security Agreements, as applicable (each as defined below).

WHEREAS, each of the Grantors, the other grantors party thereto and the First Lien Administrative Agent entered into that certain U.S. Collateral Agreement (First Lien), dated as of October 3, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Collateral Agreement”) and each of the Grantors, the other grantors party thereto and the Second Lien Administrative Agent entered into that certain U.S. Collateral Agreement (Second Lien), dated as of October 3, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Second Lien Collateral Agreement”, together with the First Lien Collateral Agreement, the “Collateral Agreements”);

WHEREAS, each of the Grantors entered into a Notice of Grant of Security Interest in Intellectual Property (First Lien) dated as of October 3, 2017 (the “First Lien Trademark Security Agreements”) with the First Lien Administrative Agent pursuant to the First Lien Collateral Agreement, and a Notice of Grant of Security Interest in Intellectual Property (Second Lien) dated as of October 3, 2017 (the “Second Lien Trademark Security Agreements”, together with the First Lien Trademark Security Agreements, “the Trademark Security Agreements”) pursuant to the Second Lien Collateral Agreement;

WHEREAS, certain Trademark Security Agreements were filed with the Trademark Division of the United States Patent and Trademark Office on October 4, 2017 at Reel/Frames 6173/0185, 6173/0138, 6173/0159, 6173/0131, 6173/0145, and 6173/0169;

WHEREAS, pursuant to the Collateral Agreements and the Trademark Security Agreements, each Grantor granted to the applicable Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in the Trademark Collateral; and

WHEREAS, the Administrative Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The Administrative Agent, on behalf of the Secured Parties, without any representation or warranty, recourse or undertaking of any kind by the Administrative Agent, hereby absolutely,

unconditionally and irrevocably (a) releases, discharges, terminates and cancels the entire lien on and security interest in the Trademark Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, and (b) reassigns, reconveys and retransfers to the Grantors any and all right, title and interest the Administrative Agent and/or any of the Secured Parties may have in or to the Trademark Collateral.

2. The Administrative Agent, without representation, recourse or undertaking of any kind, terminates and cancels the Trademark Security Agreements.

3. The Administrative Agent agrees to take all further actions, and provide the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation, the execution and delivery of any and all documents and other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. The Administrative Agent hereby authorizes the Grantors or any of their authorized agents to file this Release with the United States Patent and Trademark Office and requests that the Commissioner for Trademarks record this Release.

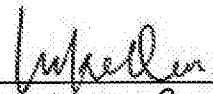
5. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

6. This Release shall be binding upon the Administrative Agent's and the Secured Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantors and their respective successors and assigns.

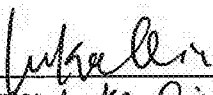
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

**GOLDMAN SACHS BANK USA, as First Lien
Administrative Agent**

By: 
Name: *Luke Aiu*
Title: *Authorized Signatory*

**GOLDMAN SACHS BANK USA, as Second
Lien Administrative Agent**

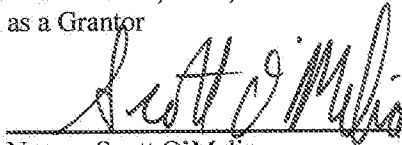
By: 
Name: *Luke Aiu*
Title: *Authorized Signatory*

[Signature Page to Release]

**TRADEMARK
REEL: 007167 FRAME: 0170**

ACKNOWLEDGED:

**IMO US WEST, LLC,
BOING US HOLDCO, INC.,
IMO US SOUTH, LLC,**
each as a Grantor

By: 

Name: Scott O'Melia

Title: Executive Vice President &
Secretary

[Signature Page to Release]

**TRADEMARK
REEL: 007167 FRAME: 0171**

INTERNATIONAL CAR WASH GROUP
LTD., as a Grantor

By: Scott O'Melia

Name: Scott O'Melia

Title: Director

[Signature Page to Release]

TRADEMARK
REEL: 007167 FRAME: 0172

ANDUFF CAR WASH LIMITED, as a Grantor

By: 
Name: Nazim Ilyas
Title: Director

[Signature Page to Release]

TRADEMARK
REEL: 007167 FRAME: 0173

**SCHEDULE A
TO
RELEASE**

Release of Trademark Security Agreement recorded October 4, 2017 at Reel/Frame 6173/0185

Trademarks Owned by IMO US West, LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ELIMINATE THE WAIT	3,931,091	3/15/2011

Release of Trademark Security Agreement recorded October 4, 2017 at Reel/Frame 6173/0138

Trademarks Owned by Boing US Holdco, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GOO GOO	2,823,469	3/16/2004
SAVE \$9 BUY 4 WORKS WASHES GET 5TH WASH FREE \$45 VALUE ONLY \$36	3,491,953	8/26/2008
RELAX IN YOUR CAR - WE DO THE WASHING FOR YOU!	3,484,444	8/12/2008
THE ORIGINAL 3-MINUTE EXPRESS WASH	3,710,899	11/17/2009
EVERY WASH GUARANTEED OUR WAY OF SAYING WE LOVE TO PLEASE YOU	3,439,509	6/3/2008
CAR WASH USA EXPRESS (and design)	87/252,023	11/30/2016

Release of Trademark Security Agreement recorded October 4, 2017 at Reel/Frame 6173/0159

Trademarks Owned by IMO US South, LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
A DIRTY CAR IS A DIRTY SHAME	4,229,112	10/23/2012

CAR WASH USA EXPRESS (and design)	4,093,552	1/31/2012
CAR WASH USA EXPRESS	4,057,854	11/15/2011

Release of Trademark Security Agreement recorded October 4, 2017 at Reel/Frame 6173/0131

Trademarks Owned by Boing US Holdco, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
GOO GOO	2,823,469	3/16/2004
SAVE \$9 BUY 4 WORKS WASHES GET 5TH WASH FREE \$45 VALUE ONLY \$36	3,491,953	8/26/2008
RELAX IN YOUR CAR - WE DO THE WASHING FOR YOU!	3,484,444	8/12/2008
THE ORIGINAL 3-MINUTE EXPRESS WASH	3,710,899	11/17/2009
EVERY WASH GUARANTEED OUR WAY OF SAYING WE LOVE TO PLEASE YOU	3,439,509	6/3/2008
CAR WASH USA EXPRESS (and design)	87/252,023	11/30/2016

Release of Trademark Security Agreement recorded October 4, 2017 at Reel/Frame 6173/0145

Trademarks Owned by IMO US South, LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
A DIRTY CAR IS A DIRTY SHAME	4,229,112	10/23/2012
CAR WASH USA EXPRESS (and design)	4,093,552	1/31/2012

CAR WASH USA EXPRESS	4,057,854	11/15/2011
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Release of Trademark Security Agreement recorded October 4, 2017 at Reel/Frame 6173/0169

Trademarks Owned by IMO US West, LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ELIMINATE THE WAIT	3,931,091	3/15/2011

Release of Trademark Security Agreements

Trademarks Owned by ANDUFF CAR WASH LIMITED

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
POLYMER PRO	4,995,447	7/12/2016
IMO (and design)	4,630,441	11/4/2014

Release of Trademark Security Agreements

Trademarks Owned by International Car Wash Group Ltd.

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
ICWG INTERNATIONAL CAR WASH GROUP (and design)	79/209,582	3/21/2017
ICWG	79/209,441	3/21/2017
Globe design	79/213,566	5/24/2017
ICWG INTERNATIONAL CAR WASH GROUP	79/213,326	5/24/2017