

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oil Changer Holding Corporation		02/08/2021	Corporation: DELAWARE
Oil Changer, Inc.		02/08/2021	Corporation: CALIFORNIA
Oil Changer Acquisition Corporation		02/08/2021	Corporation: DELAWARE
AUTO OIL CHANGERS, INC.		02/08/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Guggenheim Credit Services, LLC, as Collateral Agent
Street Address:	330 Madison Avenue, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	90267036	OIL CHANGERS
Serial Number:	90267045	DRIVE THRU. DRIVE HAPPY.
Serial Number:	90267047	OIL CHANGERS EST. 1984
Serial Number:	85302419	OIL CHANGERS 3000
Serial Number:	85302657	OIL CHANGERS

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

CH \$140.00 90267036

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	02/08/2021
Total Attachments: 6 source=Gugg_Greenbriar_Oil Changer - Trademark Security Agreement [Executed](153808382_1)#page1.tif source=Gugg_Greenbriar_Oil Changer - Trademark Security Agreement [Executed](153808382_1)#page2.tif source=Gugg_Greenbriar_Oil Changer - Trademark Security Agreement [Executed](153808382_1)#page3.tif source=Gugg_Greenbriar_Oil Changer - Trademark Security Agreement [Executed](153808382_1)#page4.tif source=Gugg_Greenbriar_Oil Changer - Trademark Security Agreement [Executed](153808382_1)#page5.tif source=Gugg_Greenbriar_Oil Changer - Trademark Security Agreement [Executed](153808382_1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2021 (this "Trademark Security Agreement"), made by each of Oil Changer Holding Corporation, a Delaware corporation, and Oil Changer, Inc., a California corporation (each a "Grantor" and collectively, the "Grantors"), in favor of **GUGGENHEIM CREDIT SERVICES, LLC**, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of February 8, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OC Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), Oil Changer Holding Corporation, a Delaware corporation (immediately following the consummation of the Acquisition, the "Borrower"), Oil Changer Holding Corporation, a Delaware corporation ("Holdings"), each Lender from time to time party thereto, Guggenheim Credit Services, LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to a Security Agreement, dated as of February 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of each Grantor, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.


OIL CHANGER HOLDING CORPORATION
as a Grantor

By: 
Name: Kabir Merchant
Title: Vice President, Chief Financial Officer
and Secretary


OIL CHANGER, INC.
as a Grantor

By: 
Name: Kabir Merchant
Title: Vice President, Chief Financial Officer
and Secretary

**OIL CHANGER ACQUISITION
CORPORATION,**
as a Grantor

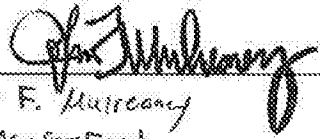
By: 
Name: Kabir Merchant
Title: Vice President, Chief Financial Officer
and Secretary

AUTO OIL CHANGERS, INC.,
as a Grantor

By: 
Name: Kabir Merchant
Title: Vice President, Chief Financial Officer
and Secretary

Accepted and Agreed:


GUGGENHEIM CREDIT SERVICES, LLC,
as Collateral Agent

By: 
Name: John F. Murrancy
Title: Attorney-in-Fact

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007183 FRAME: 0507

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Current Owner of Record
OIL CHANGERS	US	90267036 10/20/2020	—	37	Oil Changer Holding Corporation
DRIVE THRU. DRIVE HAPPY.	US	90267045 10/20/2020	—	37	Oil Changer Holding Corporation
OIL CHANGERS EST. 1984 and Design 	US	90267047 10/20/2020	—	37	Oil Changer Holding Corporation
OIL CHANGERS 3000 and Design 	US	85302419 4/22/2011	4082837 1/10/2012	37	Oil Changer, Inc.
OIL CHANGERS in Stylized Letters 	US	85302657 4/22/2011	4063047 11/29/2011	37	Oil Changer, Inc.
FLAGSHIP FASTLUBE & TIRE CENTER	HI	4204587 5/11/2018	—	37	Oil Changer Acquisition Corporation
FLAGSHIP FASTLUBE	HI	4146666 7/09/2015	—	37	Oil Changer Acquisition Corporation
FLAGSHIP	HI	4146715 7/09/2015	—	37	Oil Changer Acquisition Corporation
FLAGSHIP EXPRESS LUBE	HI	4146719 7/09/2015	—	37	Oil Changer Acquisition Corporation
FLAGSHIP AUTO SERVICE CENTER	HI	4146720 7/09/2015	—	37	Oil Changer Acquisition Corporation

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Current Owner of Record
AUTO OIL CHANGERS	CA	6961 8/29/1979	—	37	Auto Oil Changers, Inc.