

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM619239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment at R/F 7070/0937		
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:	T.S.S. LLC		
Street Address:	21000 Hoover Road		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48080		
Entity Type:	Limited Liability Company: MICHIGAN		
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: 11			
Property Type	Number	Word Mark	
Serial Number:	88700960	NCS	
Serial Number:	88192474	TSS CAR WASH EXPERTS	
Serial Number:	88700997	MACNEIL	
Serial Number:	88701010	MACNEIL	
Serial Number:	88656835	BLAZE FX	
Serial Number:	88656844	DRY FX	
Serial Number:	88656849	SHIELD FX	
Serial Number:	88656857	SHINE FX	
Serial Number:	88656861	GLOSS FX	
Serial Number:	88656870	FOAM FX	
Serial Number:	88656914	FX EXPERIENCE	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2127514864

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: 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
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NAME OF SUBMITTER:	Jessica Bajada-Silva
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SIGNATURE:	/s/ Jessica Bajada-Silva
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DATE SIGNED:	01/08/2021
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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).

W I T N E S S E T H:

WHEREAS, National Carwash Solutions, Inc., a Delaware corporation and T.S.S. LLC, a Michigan limited liability company (each a "Grantor" and collectively, the "Grantors") 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 "Security Agreement"), pursuant to which the Grantors executed and delivered to the Secured Party that certain Trademark Security Agreement dated as of October 9, 2020 (the "Trademark Security Agreement") which was recorded by the Trademark Division of the United States Patent and Trademark Office on October 9, 2020 at Reel 7070 Frame 0937;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each 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) of such Grantor 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 such Grantor; and

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

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 Grantors' right, title and interest in and to the following (collectively the "Trademark Collateral"):

- (i) all of their Trademarks, including, without limitation, those referred to on Schedule 1 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.

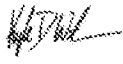
2. Secured Party hereby reassigns, grants and conveys to each Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademark Collateral of such Grantor.

3. Secured Party hereby authorizes each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in the Trademark Collateral of such Grantor) 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	Owner/Assignee
NCS	88700960	11/21/19	6053472	5/12/20	National Carwash Solutions, Inc.
TSS CAR WASH EXPERTS	88192474	11/13/18	6034744	4/14/20	T.S.S. LLC

Trademark Applications:

Trademark	Serial Number	Filing Date	Owner/Assignee
MACNEIL	88700997	11/21/19	National Carwash Solutions, Inc.
MACNEIL	88701010	11/21/19	National Carwash Solutions, Inc.
BLAZE FX	88656835	10/16/19	National Carwash Solutions, Inc.
DRY FX	88656844	10/16/19	National Carwash Solutions, Inc.
SHIELD FX	88656849	10/16/19	National Carwash Solutions, Inc.
SHINE FX	88656857	10/16/19	National Carwash Solutions, Inc.
GLOSS FX	88656861	10/16/19	National Carwash Solutions, Inc.
FOAM FX	88656870	10/16/19	National Carwash Solutions, Inc.
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