

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RACER WASH MANAGEMENT, LLC		05/20/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOING US HOLDCO, INC.		
<b>Street Address:</b>	440 South Church Street, Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5204008	RACER CLASSIC CAR WASH	
<b>Registration Number:</b>	4823293	AMARILLO AUTOCLEAN	
<b>Serial Number:</b>	90179945	AUTOCLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mrussell@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Mark Russell		
<b>SIGNATURE:</b>	/Mark Russell/		
<b>DATE SIGNED:</b>	05/21/2021		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “Trademark Assignment”) is made and entered as of May 20, 2021 (the “Effective Date”), by and between RACER WASH MANAGEMENT, LLC, a Texas limited liability company (“Assignor”), and BOING US HOLDCO, INC., a Delaware corporation (“Assignee”). Capitalized terms not otherwise defined herein have the same meanings as set forth in the Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee, and the other Sellers and Members named therein (the “Agreement”). Each of Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, in accordance with the Agreement, Assignor desires to convey, assign and transfer to Assignee, and Assignee desires to accept such conveyance, assignment and transfer from Assignor, all of Assignor’s right, title and interest in, to and under all of the trademarks and service marks and applications listed in **Attachment 1** hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”).

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Party hereto hereby agrees as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, any and all right, title and interest of Assignor in and to the: (a) the Assigned Trademarks, including all goodwill associated therewith; (b) all income, royalties, profits, and damages related thereto; (c) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (d) the right to bring all claims, actions, litigation and proceedings (“collectively, “Actions”), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (e) the right to fully and entirely stand in the place of Assignor in all matters related thereto (all of the foregoing, collectively, the “Assigned Rights”).

2. **Assistance**. Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by Assignee (and at Assignee’s sole expense) to perfect, protect, secure or more fully evidence Assignee’s and its successors or assignees’ respective right, title and interest in, to and under the Assigned Rights, or to enable Assignee or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that may arise in connection with any of the rights assigned hereby and filing or recordation of this Trademark Assignment with any intellectual property office or

registrar, or any other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world.

3. **Entire Agreement**. This Trademark Assignment and the Agreement (including the documents executed pursuant to the Agreement and the schedules and exhibits to the Agreement) contain the entire agreement of the Parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Trademark Assignment.

4. **Governing Law; Jurisdiction; Venue**. This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Texas, without reference to its choice of law rules. Except as otherwise expressly set forth herein, the sole and exclusive forum for any and all actions or proceedings arising out of, or related to or in connection with this Trademark Assignment shall be the federal courts located in the County of Lubbock, State of Texas, which courts shall have exclusive jurisdiction. Each Party hereby waives, to the fullest extent possible under applicable law, any objection that it may have to the venue of any action or proceeding with respect to this Trademark Assignment in such courts, or that such action or proceeding brought in such courts was brought in an inconvenient court and agrees not to plead or claim the same. EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. **Counterparts**. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Trademark Assignment or the terms of this Trademark Assignment to produce or account for more than one (1) of such counterparts.


6. **Conflicts Between Agreements**. This Trademark Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Trademark Assignment and the Agreement, the Agreement shall control.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

**ASSIGNOR:**

**RACER WASH MANAGEMENT, LLC**

By:  \_\_\_\_\_

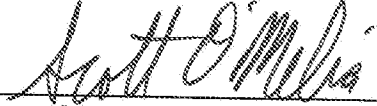
Name: Brad Ralston

Title: Manager

ASSIGNEE:

**BOING US HOLDCO, INC.**

By: \_\_\_\_\_

  
Name: Scott O'Melia

Title: Executive Vice President

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007302 FRAME: 0767**

**Attachment 1**

**Assigned Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
	United States	Registered	5,204,008	May 16, 2017
	United States	Registered	4,823,293	September 29, 2015
	United States	Applied for	90,179,945	September 14, 2020