

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smart, LLC		07/19/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	90645732	CHEMICAL GUYS TRADITION LIFESTYLE LOS AN	
Serial Number:	90709683	TOTAL INTERIOR	
Serial Number:	86765769	HEX - LOGIC	
Serial Number:	86859318	HYBRID V07	
Serial Number:	86859347	BLACK LIGHT	
Serial Number:	86860904	MR. PINK	
Serial Number:	86862422	WORKHORSE	
Serial Number:	86863134	HAPPY ENDING	
Serial Number:	86863195	DIABLO GEL	
Serial Number:	86862438	MAXI SUDS	
Serial Number:	86862318	SPEED WIPE	
Serial Number:	86863212	MIRACLE DRYER	
Serial Number:	86863182	EL GORDO	
Serial Number:	86862289	HONEYDEW SNOW FOAM	
Serial Number:	86863171	SILK SHINE	
Serial Number:	86799780	DIRTTRAP	
Serial Number:	86799784	CYCLONE DIRT TRAP	
Serial Number:	86860867	JETSEAL	
Serial Number:	86862412	AFTER WASH	
TRADEMARK			

CH \$1090.00 90645732

Property Type	Number	Word Mark
Serial Number:	86863152	CITRUSWASHCLEAR
Serial Number:	86860930	CITRUS WASH & GLOSS
Serial Number:	87514715	CHEMICAL GUYS TRADITION LIFESTYLE LOS AN
Serial Number:	87514712	TORQ
Serial Number:	88021013	VRP
Serial Number:	86534918	TORQ
Serial Number:	88629370	HYPERWAX
Serial Number:	88629351	HYDROCHARGE
Serial Number:	88629361	HYDROSLICK
Serial Number:	88879297	EIGHTY AID
Serial Number:	88879322	ONHAND
Serial Number:	88921265	MR. SPRAYER
Serial Number:	88921136	MR. GOLD
Serial Number:	90149327	HYDROTHREAD
Serial Number:	77297804	CHEMICAL GUYS
Serial Number:	88900191	HYPERSHIELD
Serial Number:	88900172	HYPERBAN
Serial Number:	88921177	RIMPACA
Serial Number:	88935419	PROBLOW
Serial Number:	90257172	HYDROINTERIOR
Serial Number:	90257147	CARBONFORCE
Serial Number:	88169320	HEX-LOGIC
Serial Number:	88629456	HYDROSUDS
Serial Number:	78217176	SMART WAX

CORRESPONDENCE DATA

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	053644-0292
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/20/2021

Total Attachments: 8

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of July 19, 2021, made by Detail Garage, LLC, a California limited liability company, Smart, LLC, a California limited liability company (together with Detail Garage, LLC, a “Grantor” and collectively the “Grantors”), in favor of GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent (the “Agent”) for the Lenders that are parties to that certain Credit Agreement, dated as of July 19, 2021, by and among CHE Holdings II Corp., CG Group Holdings, LLC (the “Borrower”), the Lenders from time to time party thereto and the Agent (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of July 19, 2021, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, subject to existing licenses to use the Copyrights, Patents, Trademarks and Trade Secrets granted by Grantor in the ordinary course of business, to the Agent for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Guarantee and Collateral Agreement, as applicable.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted and hereby does grant (subject only to Liens permitted under the Credit Agreement and existing licenses granted by Grantor in the ordinary course of business) to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all Trademarks owned by such Grantor, including without limitation those Trademarks set forth on Schedule 1 hereto, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including,

without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Assets.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

6. Governing Law. This Agreement and the rights and obligations of the Parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the Law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the Laws of another jurisdiction.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DETAIL GARAGE, LLC

By: 
Name: John Powers
Title: Chief Financial Officer

SMART, LLC

By: 
Name: John Powers
Title: Chief Financial Officer

[Signature Page to U.S. Trademark Agreement]

TRADEMARK
REEL: 007359 FRAME: 0666

GOLUB CAPITAL MARKETS LLC, as Agent

By: 

Name: Marc C. Robinson
Title: Senior Managing Director

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No</u>	<u>Owner</u>
CHEMICAL GUYS TRADITION LIFESTYLE LOS ANGELES SHINE SHOP	90645732	04/14/2021	--	Smart, LLC
TOTAL INTERIOR	90709683	05/13/2021	--	Smart, LLC
HEX - LOGIC	86765769	09/23/2015	5006222	Smart, LLC
HYBRID V07	86859318	12/28/2015	5012925	Smart, LLC
BLACK LIGHT	86859347	12/28/2015	5012928	Smart, LLC
MR. PINK	86860904	12/29/2015	5012933	Smart, LLC
WORKHORSE	86862422	12/30/2015	5017616	Smart, LLC
HAPPY ENDING	86863134	12/31/2015	5017688	Smart, LLC
DIABLO GEL	86863195	12/31/2015	5021893	Smart, LLC
MAXI SUDS	86862438	12/30/2015	5021836	Smart, LLC
SPEED WIPE	86862318	12/30/2015	5021827	Smart, LLC
MIRACLE DRYER	86863212	12/31/2015	5021899	Smart, LLC

EL GORDO	86863182	12/31/2015	5021891	Smart, LLC
HONEYDEW SNOW FOAM	86862289	12/30/2015	5021823	Smart, LLC
SILK SHINE	86863171	12/31/2015	5021889	Smart, LLC
DIRT TRAP	86799780	10/26/2015	5028611	Smart, LLC
CYCLONE DIRT TRAP	86799784	10/26/2015	5028612	Smart, LLC
JETSEAL	86860867	10/29/2015	5035304	Smart, LLC
AFTER WASH	86862412	12/30/2015	5139113	Smart, LLC
CITRUSWASHCLEAR	86863152	12/31/2015	5174250	Smart, LLC
CITRUS WASH & GLOSS	86860930	12/29/2015	5189118	Smart, LLC
CHEMICAL GUYS TRADITION LIFESTYLE LOS ANGELES	87514715	07/03/2017	5405980	Smart, LLC
TORQ	87514712	07/03/2017	5439808	Smart, LLC
VPR	88021013	06/29/2018	5679995	Smart, LLC
TORQ	86534918	02/13/2015	4943131	Smart, LLC
HYPERWAX	88629370	09/24/2019	6036940	Smart, LLC

HYDROCHARGE	88629351	09/24/2019	6036937	Smart, LLC
HYDROSLICK	88629361	09/24/2019	6036939	Smart, LLC
EIGHTY AID	88879297	04/20/2020	6185241	Smart, LLC
ONHAND	88879322	04/20/2020	6185242	Smart, LLC
MR. SPRAYER	88921265	05/18/2020	6185312	Smart, LLC
MR. GOLD	88921136	05/18/2020	6213101	Smart, LLC
HYDROTHREAD	90149327	08/31/2020	6328341	Smart, LLC
CHEMICAL GUYS	77297804	10/05/2007	3444673	Smart, LLC
HYPERSHIELD	88900191	05/04/2020	6390768	Smart, LLC
HYPERBAN	88900172	05/04/2020	6390767	Smart, LLC
RIMPACA	88921177	05/18/2020	--	Smart, LLC
PROBLOW	88935419	05/27/2020	--	Smart, LLC
HYDROINTERIOR	90257172	10/15/2020	6366342	Smart, LLC
CARBONFORCE	90257147	10/15/2020	6366341	Smart, LLC

HEX-LOGIC	88169320	10/25/2018	5786119	Smart, LLC
HYDROSUDS	88629456	9/24/2019	---	Smart, LLC
SMART WAX	78217176	2/20/2003	2819866	Smart, LLC
A COMMUNITY OF PEOPLE WHO CARE ABOUT CARS	87659553	10/25/2017	5650788	Detail Garage, LLC
DETAIL GARAGE	86755664	09/14/2015	4968015	Detail Garage, LLC
DETAIL GARAGE	86755652	9/14/2015	4968014	Detail Garage, LLC
DETAIL GARAGE	86755695	9/14/2015	4968016	Detail Garage, LLC
DETAIL GARAGE	86535003	9/22/2015	4817539	Detail Garage, LLC
DETAIL GARAGE	86535039	10/13/2015	4830588	Detail Garage, LLC