

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
White Water Express Car Wash I, LLC		12/21/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC		
<b>Street Address:</b>	11100 Santa Monica Blvd., Suite 2000		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6217343	WHITEWATER EXPRESS CAR WASH	
<b>Registration Number:</b>	6290045	WHITEWATER EXPRESS	
<b>Registration Number:</b>	6309564	WHITEWATER EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>Phone:</b>	(212) 558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		
<b>ATTORNEY DOCKET NUMBER:</b>	021692/00039		
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco		
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/		
<b>DATE SIGNED:</b>	12/22/2021		
<b>Total Attachments: 6</b>			
source=Project Spartan - Trademark Security Agreement (Executed)#page1.tif			

OP \$90.00 6217343

source=Project Spartan - Trademark Security Agreement (Executed)#page2.tif  
source=Project Spartan - Trademark Security Agreement (Executed)#page3.tif  
source=Project Spartan - Trademark Security Agreement (Executed)#page4.tif  
source=Project Spartan - Trademark Security Agreement (Executed)#page5.tif  
source=Project Spartan - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2021, is made by White Water Express Car Wash I, LLC, a Texas limited liability company (the “**Grantor**”), in favor of CRESCENT AGENCY SERVICES LLC, as administrative agent and revolver agent (in such capacities, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among FS WHITEWATER INTERMEDIATE CO., LLC, a Delaware limited liability company, FS WHITEWATER BORROWER, LLC, a Delaware limited liability company (the “**Borrower**”), WHITEWATER HOLDING COMPANY, LLC, a Delaware limited liability company, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and CRESCENT AGENCY SERVICES LLC, as Administrative Agent and Revolver Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and continuing security interest in, all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, trade names, corporate names, trade dress, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith and symbolized thereby (other than any "intent-to-use" applications for which a "Statement of Use" or "Amendment to Allege Use" with respect thereto has not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office, and only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or 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 or future infringement, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and the security interests in the Trademark Collateral shall be released upon Facility Termination Date. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one

and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission (or other electronic transmission) shall be as effective as delivery of a manually signed original.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

WHITE WATER EXPRESS CAR WASH I, LLC,  
as Grantor

By:   
Name: Steve A. Mathis  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

CRESCENT AGENCY SERVICES LLC  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, 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.


Very truly yours,

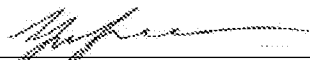
WHITE WATER EXPRESS CAR WASH I, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: Steve A. Mathis  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

CRESCENT AGENCY SERVICES LLC  
as Administrative Agent


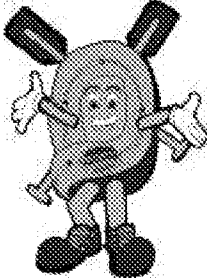
By:  \_\_\_\_\_  
Name: Mandy Epler Brown  
Title: Senior Vice President

By:  \_\_\_\_\_  
Name: Yev Kuznetsov  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
 WHITEWATER EXPRESS CAR WASH & Design	U.S. Patent and Trademark Office	Registered	88312190 2/22/2019	6217343 12/8/2020	White Water Express Car Wash I, LLC
WHITEWATER EXPRESS	U.S. Patent and Trademark Office	Registered	88312177 2/22/2019	6290045 3/9/2021	White Water Express Car Wash I, LLC
 WHITEWATER EXPRESS & Design	U.S. Patent and Trademark Office	Registered	88312203 2/22/2019	6309564 3/30/2021	White Water Express Car Wash I, LLC

2. TRADEMARK APPLICATIONS

None.