

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spotless Brands, LLC		08/24/2022	Limited Liability Company: DELAWARE
Ultimate Shine Opco, LLC		08/24/2022	Limited Liability Company: VIRGINIA
Flagship Intermediate Holdco, LLC		08/24/2022	Limited Liability Company: DELAWARE
Flagship Virginia Opco, LLC		08/24/2022	Limited Liability Company: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	TCG SENIOR FUNDING L.L.C.
<b>Street Address:</b>	One Vanderbilt Ave., 34th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5980077	ULTIMATE SHINE CAR WASH
<b>Registration Number:</b>	6028296	ULTIMATE SHINE CAR WASH
<b>Registration Number:</b>	5033479	ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH
<b>Registration Number:</b>	5071752	ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH
<b>Registration Number:</b>	4414083	FLAGSHIP CARWASH CENTER
<b>Serial Number:</b>	97339944	SPOTLESS BRANDS

## CORRESPONDENCE DATA

Fax Number: 6175269899

*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: 617.526.9617

Email: ypan@proskauer.com

Correspondent Name: M. Abid Khalid

Address Line 1: Proskauer Rose LLP

CH \$165.00 5980077

**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

**ATTORNEY DOCKET NUMBER:** 22335.095

**NAME OF SUBMITTER:** M. Abid Khalid

**SIGNATURE:** /M. Abid Khalid/

**DATE SIGNED:** 09/01/2022

**Total Attachments: 4**

source=Executed TSA (Flagship and Ultimate Shine)#page1.tif

source=Executed TSA (Flagship and Ultimate Shine)#page2.tif

source=Executed TSA (Flagship and Ultimate Shine)#page3.tif

source=Executed TSA (Flagship and Ultimate Shine)#page4.tif

**GRANT OF A SECURITY INTEREST TRADEMARKS**

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of August 24, 2022, by Spotless Brands, LLC, a Delaware limited liability company; Ultimate Shine Opco, LLC, a Virginia limited liability company, Flagship Intermediate Holdco, LLC, a Delaware limited liability company and Flagship Virginia Opco, LLC, a Virginia limited liability company; (each, a "*Grantor*" and collectively, the "*Grantors*"), in favor of TCG SENIOR FUNDING L.L.C., having a principal address of One Vanderbilt Ave., 34th Floor, New York, NY 10017, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 21, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS

ULTIMATE SHINE OPCO, LLC

*Andy Colmone*

By: Andy Colmone  
Title: President and Chief Executive Officer

SPOTLESS BRANDS, LLC

*Andy Colmone*

By: Andy Colmone  
Title: Secretary, Chief Financial Officer, Vice  
President and Treasurer

FLAGSHIP INTERMEDIATE HOLDCO,  
LLC

*Andy Colmone*

By: Andy Colmone  
Title: President and Chief Executive Officer

FLAGSHIP VIRGINIA OPCO, LLC

*Andy Colmone*


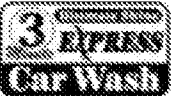

By: Andy Colmone  
Title: President and Chief Executive Officer


[SIGNATURE PAGE TO GRANT OF A SECURITY INTEREST]

**TRADEMARK**  
**REEL: 007840 FRAME: 0192**

**SCHEDULE A  
TO  
GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

Mark	Jurisdiction	Application No. / Application Date	Registration No. / Registration Date	Owner
<b>ULTIMATE SHINE CAR WASH</b>  (Word Mark)  Supplemental Register	US	88611187  September 10, 2019	5980077  February 4, 2020	Ultimate Shine Opco, LLC
  <b>ULTIMATE SHINE CAR WASH &amp; DESIGN</b>  (Design Mark)	US	88611170  September 10, 2019	6028296  April 7, 2020	Ultimate Shine Opco, LLC
<b>ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH</b>  (Word Mark)  Supplemental Register	US	86886439  January 26, 2016	5033479  August 30, 2016	Ultimate Shine Opco, LLC
  <b>ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH &amp; DESIGN</b>  (Design Mark)	US	86886401  January 26, 2016	5071752  November 1, 2016	Ultimate Shine Opco, LLC
  (Design Mark)	US	97339944  Pending Application: April 5, 2022	N/A	Spotless Brands, LLC
<b>FLAGSHIP CARWASH CENTER</b>	US	85847831	4414083	Flagship Intermediate Holdco, LLC

Mark	Jurisdiction	Application No. / Application Date	Registration No. / Registration Date	Owner
		February 12, 2013	October 8, 2013	
Embassy Autowash and design 	Virginia	VA 5792	March 4, 1994	Flagship Virginia Opco, LLC