

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820499

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900776431

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Larry A Lopez		03/31/2023	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Bubble Bath Properties - Guilbeau, LLC
Street Address:	4705 S. 129th E. Avenue
Internal Address:	Attn: Marshall J. Wells
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74134
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6423830	THE BUBBLE BATH CARWASH

CORRESPONDENCE DATA

Fax Number: 2142000853
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: 210-978-7477
Email: eva.martinez@haynesboone.com
Correspondent Name: William B. Nash, Haynes and Boone, LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 2: 64255.2
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	64255.2
NAME OF SUBMITTER:	William B. Nash
SIGNATURE:	/William B. Nash/
DATE SIGNED:	06/28/2023

Total Attachments: 6

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TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM814217

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900771295		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larry A Lopez		03/31/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bubble Bath Properties - Guilbeau, LLC		
Street Address:	4705 S. 129th E. Avenue		
Internal Address:	Attn: Marshall J. Wells		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74134		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6423830	THE BUBBLE BATH CARWASH	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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>			
Phone:	210-978-7477		
Email:	eva.martinez@haynesboone.com		
Correspondent Name:	William B. Nash, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	64255.2		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	64255.2		
NAME OF SUBMITTER:	William B. Nash		
SIGNATURE:	/William B. Nash/		
DATE SIGNED:	05/31/2023		
Total Attachments: 5			
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ETAS ID: TM808794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Larry A Lopez, Assignor		03/31/2023	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bubble Bath Properties - Guilbeau, LLC		
Street Address:	4705 S. 129th E. Avenue		
Internal Address:	Attn: Marshall J. Wells		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74134		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6423830	THE BUBBLE BATH CARWASH	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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>			
Phone:	210-978-7477		
Email:	bill.nash@haynesboone.com		
Correspondent Name:	William B. Nash, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	64255.2		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	64255.2		
NAME OF SUBMITTER:	William B. Nash		
SIGNATURE:	/William B. Nash/		
DATE SIGNED:	05/08/2023		
Total Attachments: 4			
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*EXECUTION VERSION***ASSIGNMENT OF TRADEMARK**

This Assignment of Trademark (the "Assignment"), is made and entered into effective as of March 31, 2023 (the "Effective Date"), by and between Larry A. Lopez ("Assignor"), and Bubble Bath Properties – Guilbeau LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor has adopted, used and is using in interstate commerce the trademark set forth on Exhibit "A" attached hereto (the "Trademark") since at least the first date set forth next to such trademark and logo set forth on Exhibit "A", in connection with his car wash business;

WHEREAS, Assignor is a party to that certain Membership Interest Purchase Agreement dated March 31, 2023 (the "Agreement"), by and among QT QuikWash, LLC, an Oklahoma limited liability company ("Buyer"), BBCW Parent, LLC, a Texas limited liability company ("Parent"), Guilbeau Holdings, LLC, a Texas limited liability company ("Guilbeau Holdings") and, together with Parent, each a "Seller" and collectively the "Sellers"), and Nicholas Lopez;

WHEREAS, pursuant to Section 4.2(s) of the Agreement, Sellers shall deliver to Buyer an assignment of the Trademark from Assignor to Assignee;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest in and to: (i) the Trademark and the Trademark registrations and applications therefor, (ii) the goodwill of the business connected with the use of and symbolized by the Trademark, (iii) all causes of actions, claims and demands for, or arising from any infringement, including the right to sue for and recover damages, assert, settle and/or release claims or demands and obtain all other remedies and relief at law or equity for any past, present or future infringement of the Trademark, and (iv) all rights corresponding thereto throughout the world.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and the title thereto as the property of Assignee, its successors and assigns, at the cost and expense of Assignee, in accordance with the terms of this Assignment.

Assignor and Assignee for themselves, and their respective successors and assigns, covenant and agree that they will do or cause to be done all such further acts and things, and will execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, any and all such further transfers, conveyances, instruments, powers of attorney and assurances, as the other party hereto may reasonably require for better assuring the assignment of the Trademarks and the goodwill associated therewith to Assignee and its successors and assigns, on the terms stated herein and in the Purchase Agreement.

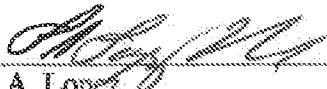
This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas. This Assignment may be amended or modified only by means of a written instrument executed by all of the parties hereto. This Assignment shall bind and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors, legal representatives and assigns. This Assignment may be executed in two or more counterparts, which together shall constitute {2685694;6}

a single instrument. Signatures of the parties hereto may be transmitted by facsimile or by email in portable document format (.pdf) and shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

{2685694;6}

ASSIGNOR:



Larry A. Lopez

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE

Bubble Bath Properties – Guilbeau, LLC,
a Texas limited liability company

By: 

Larry A. Lopez, Manager

*SIGNATURE PAGE TO
ASSIGNMENT OF TRADEMARK*

EXHIBIT "A"

LIST OF REGISTERED TRADEMARKS

United States Federal Trademark Registrations

Trademark	Ser. No.	Reg. No.	Reg. Date	Record Owner
Design mark - "The Bubble Bath Carwash"	90159443	6423830	07/20/2021	Larry A Lopez d/b/a The bubble bath carwashes

{2685694;6}

EXHIBIT 'A' TO
ASSIGNMENT OF TRADEMARK