

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEDAR HILLS EXPRESS WASH, LLC		09/13/2023	Limited Liability Company:
EXPRESS WASH OPERATIONS, LLC		09/13/2023	Limited Liability Company:
MELBOURNE EXPRESS WASH, LLC		09/13/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6835228	WHISTLE EXPRESS CAR WASH	
Registration Number:	6835227	MAGNOLIA WASH HOLDINGS	
Registration Number:	5829846	TWINS	
Registration Number:	5939432	CARWASH UNIVERSITY	
Registration Number:	5714069	CARWASHU	
Registration Number:	5824692	CAR-GO HYDRATE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$165.00 6835228

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	091012-30170
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/13/2023
Total Attachments: 5 source=Express Wash -- Trademark Security Agreement#page1.tif source=Express Wash -- Trademark Security Agreement#page2.tif source=Express Wash -- Trademark Security Agreement#page3.tif source=Express Wash -- Trademark Security Agreement#page4.tif source=Express Wash -- Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed as of September 13, 2023 by the undersigned (each, a "Grantor"), for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself and the Secured Parties (in such capacity, the "Agent"), in connection with an Amended and Restated Guarantee and Collateral Agreement dated as of July 14, 2022, among the Grantors party thereto, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guarantee and Collateral Agreement.

Pursuant to the Guarantee and Collateral Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor does hereby grant to Agent, for itself and the ratable benefit of the Secured Parties and (to the extent provided in this Agreement and the Guarantee and Collateral Agreement) their Affiliates, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by such Grantor against third parties for past, present or future infringement of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Guarantee and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guarantee and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guarantee and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guarantee and Collateral Agreement, the terms and provisions of the Guarantee and Collateral Agreement shall govern.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guarantee and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guarantee and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in the Uniform Commercial Code as in effect on the Effective Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**CEDAR HILLS EXPRESS WASH, LLC
EXPRESS WASH OPERATIONS, LLC
MELBOURNE EXPRESS WASH, LLC,**
each as a Grantor.

By: 
Name: Kyle Poyer
Title: Chief Financial Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Agent

By: *Austin Nowlin*
Name: Austin Nowlin
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008196 FRAME: 0779

SCHEDULE 1

TRADEMARK COLLATERAL

Grantor	Jurisdiction	Status	Trademark	Date Filed	Expiration Date	Appl. / Reg. No.
Express Wash Operations, LLC	US	Registered	WHISTLE EXPRESS CAR WASH	04/08/2021	08/30/2028	90/631,284 6,835,228
Express Wash Operations, LLC	US	Registered	MAGNOLIA WASH HOLDINGS	04/08/2021	08/30/2028	90/631,283 6,835,227
Melbourne Express Wash, LLC	US	Registered	TWINS	05/17/2018	08/06/2026	87/925,771 5,829,846
Cedar Hills Express Wash, LLC	US	Registered	CARWASH UNIVERSITY	09/27/2018	12/17/2025	88/134,655 5,939,432
Cedar Hills Express Wash, LLC	US	Registered	CARWASHU	08/15/2018	04/02/2025	88/079,379 5,714,069
Cedar Hills Express Wash, LLC	US	Registered	CAR-GO-HYDRATE	08/06/2019	08/06/2025	88/079,458 5,824,692