

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841364

<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>
SB Oil Change Franchising, LLC		09/22/2023	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB		
<b>Street Address:</b>	500 Delaware Ave		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Financial Corporation: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5994974	STRICKLAND BROTHERS SB 10 MINUTE OIL CHA	
<b>Serial Number:</b>	97539684	STRICKLAND BROTHERS	
<b>Serial Number:</b>	97539697	GOOD-TO-GO CHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	312.862.3135		
<b>Email:</b>	barbara.siepka@kirkland.com		
<b>Correspondent Name:</b>	Barbara M. Siepka		
<b>Address Line 1:</b>	300 North LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	23315-13		
<b>NAME OF SUBMITTER:</b>	Barbara M. Siepka		
<b>SIGNATURE:</b>	/Barbara M. Siepka/		
<b>DATE SIGNED:</b>	09/22/2023		
<b>Total Attachments: 5</b>			
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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of September 22, 2023 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent acting for the benefit of the Credit Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among SB PEP HOLDCO, LLC, a Delaware limited liability company (“*Holdings*”), SB PEP WASH HOLDCO, LLC, a Delaware limited liability company, SB OIL CHANGE FRANCHISING, LLC, a North Carolina limited liability company, and STRICKLAND’S ENTERPRISES, LLC, a North Carolina limited liability company (collectively, the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Guaranty and Security Agreement, dated as of September 22, 2023, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Credit Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, each 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, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Credit Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Agent for its benefit and for the benefit of the other Credit Parties a lien on and security interest in, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time, including those listed on Schedule A hereto, and all IP Ancillary Rights related thereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Credit Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any "intent-to-use" application prior to the filing and acceptance of a verified "Statement of Use" or "Amendment to Allege Use" with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Credit Parties, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent and the Credit Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Credit Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 5. Collateral Agent Provisions. In acting under this Agreement the Collateral Agent shall be entitled to all of the protections, indemnities, immunities and rights set forth to the "Agent" under the Credit Agreement, all of which are incorporated herein by reference, *mutatis mutandis*, in the performance of any act, right, power, duty or obligation under this Agreement.

SECTION 6. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

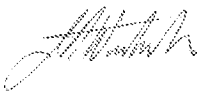
SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto 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.

**SB OIL CHANGE FRANCHISING, LLC,**  
a North Carolina limited liability company,  
as a Grantor

By its Manager:  
**SB PEP HOLDCO, LLC**

By:   
Name: James A. Waskovich  
Title: President

**ACCEPTED:**

**WILMINGTON SAVINGS FUND SOCIETY, FSB,**  
as the Collateral Agent

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


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008207 FRAME: 0552**



**SCHEDULE A**

**U.S. Trademarks and Applications**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SB OIL CHANGE FRANCHISING, LLC	STRICKLAND BROTHERS	97539684	08-AUG-2022	--	--
SB OIL CHANGE FRANCHISING, LLC	GOOD-TO-GO CHECK	97539697	08-AUG-2022	--	--
SB OIL CHANGE FRANCHISING, LLC	SB STRICKLAND BROTHER'S 10 MINUTE OIL CHANGE 	88517455	16-JUL-2019	5994974	25-FEB-2020