

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mammoth Holdings, LLC		11/15/2023	Limited Liability Company: GEORGIA
Marc 1 Holdings, LLC		11/15/2023	Limited Liability Company: DELAWARE
Wiggy Wash, LLC		11/15/2023	Limited Liability Company: UTAH
Mammoth Holdings Florida, LLC		11/15/2023	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as collateral agent		
Street Address:	111 W Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5345933	LOOK YOUR BEST EVERY DAY.	
Registration Number:	5579502	SWIFTY CAR WASH	
Registration Number:	5152748	PUREMAGIC CARWASH	
Registration Number:	5219695	PUREMAGIC CARWASH	
Registration Number:	5995579	SWIFT PASS UNLIMITED WASHES	
Registration Number:	6101217	SILVERSTAR CAR WASH	
Registration Number:	6013403	SILVERSTAR CAR WASH	
Registration Number:	4281002	A CLEAN CAR FAST!	
Registration Number:	5389127	SWIFTY EXPRESS CAR WASH	
Registration Number:	5389126	SWIFTY EXPRESS CAR WASH	
Registration Number:	4390660	WIGGY WASH W	
Registration Number:	4019207	WIGGY WASH	
Registration Number:	4663938	MR. SQUEAKY CAR WASH	
Registration Number:	4663939	MR. SQUEAKY CAR WASH	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	98248212	PITSTOP CARWASH
Serial Number:	98248179	PITSTOP CARWASH

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	39092.00098
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/17/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated November 15, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BANK OF MONTREAL, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HEISENBERG PARENT, LLC, a Delaware limited liability company (“**Holdings**”), MAMMOTH HOLDINGS, LLC, a Georgia limited liability company (the “**Borrower**”), and the Guarantors identified therein and from time to time party thereto have entered into a Credit Agreement dated as of November 15, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with BANK OF MONTREAL, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer and each lender from time to time party thereto.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders and L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of November 15, 2023 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed therein to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “**Collateral**”):

- (i) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule A, together with the goodwill symbolized thereby;
- (ii) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. *Security for Obligations.* The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of 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.

SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.

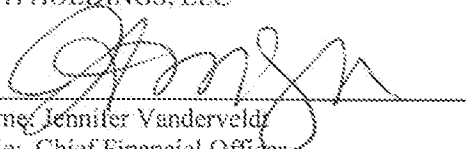
SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

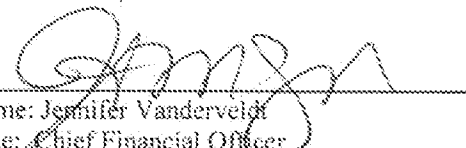
MAMMOTH HOLDINGS, LLC

By: _____


Name: Jennifer Vanderveldt
Title: Chief Financial Officer


MARC I HOLDINGS, LLC

By: _____


Name: Jennifer Vanderveldt
Title: Chief Financial Officer

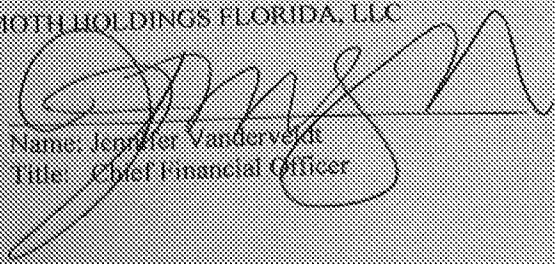
WIGGY WASH, LLC

By: _____


Name: Jennifer Vanderveldt
Title: Chief Financial Officer

MAMMOTH HOLDINGS FLORIDA, LLC

By:



Name: Jennifer Vanderveidt
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

ACKNOWLEDGED BY:


BANK OF MONTREAL,
as Collateral Agent

By: 

Name: Maggie Donahue
Title: Director

**SCHEDULE A
TRADEMARKS**

Mark	Diligence Party	Serial #	Reg. #	Filing/Reg. Date	Status	Jurisdiction
LOOK YOUR BEST EVERY DAY	Mammoth Holdings, LLC	87437211	5,345,933	November 28, 2017	Live	U.S.
SWIFTY CAR WASH	Mammoth Holdings, LLC	87804908	5579502	October 9, 2018	Live	U.S.
PUREMAGIC CARWASH	Mammoth Holdings, LLC	86973701	5152748	February 28, 2017	Live	U.S.
PUREMAGIC CARWASH	Mammoth Holdings, LLC	87003297	5219695	June 6, 2017	Live	U.S.
SWIFT PASS UNLIMITED WASHES	Mammoth Holdings, LLC	88550390	5995579	February 25, 2020	Live	U.S.
PITSTOP CARWASH	Marc 1 Holdings, LLC	98248212	N/A	October 31, 2023	Live	U.S.
PITSTOP CARWASH	Marc 1 Holdings, LLC	98248179	N/A	October 31, 2023	Live	U.S.
SILVERSTAR CAR WASH	Marc 1 Holdings, LLC	88739607	6101217	July 14, 2020	Live	U.S.
SILVERSTAR CAR WASH	Marc 1 Holdings, LLC	88589063	6013403	March 17, 2020	Live	U.S.
A CLEAN CAR FAST!	Marc 1 Holdings, LLC	85681789	4281002	January 22, 2013	Live	U.S.
SWIFTY EXPRESS CAR WASH	Mammoth Holdings, LLC	87017949	5,389,127	January 30, 2018	Live	U.S.
SWIFTY EXPRESS CAR WASH	Mammoth Holdings, LLC	87017902	5,389,126	January 30, 2018	Live	U.S.

Mark	Diligence Party	Serial #	Reg. #	Filing/Reg. Date	Status	Jurisdiction
LOOK YOUR BEST EVERY DAY	Mammoth Holdings, LLC	87437211	5,345,933	November 28, 2017	Live	U.S.
SWIFTY CAR WASH	Mammoth Holdings, LLC	87804908	5579502	October 9, 2018	Live	U.S.
	Wiggy Wash, LLC	85665571	4390660	August 27, 2013		U.S.
WIGGY WASH	Wiggy Wash, LLC		4019207	August 30, 2011		U.S.
MR. SQUEAKY CAR WASH	Mammoth Holdings Florida, LLC ¹	86350445	4663938	July 28, 2014 / October 14, 2014	Live	U.S.
MR. SQUEAKY CAR WASH	Mammoth Holdings Florida, LLC ²	86350448	4663939	July 28, 2014 / December 30, 2014	Live	U.S.

¹ Note: Pending recordation of assignment with the USPTO from Mr. Squeaky Car Wash, Inc. to Mammoth Holdings Florida, LLC.

² Note: Pending recordation of assignment with the USPTO from Mr. Squeaky Car Wash, Inc. to Mammoth Holdings Florida, LLC.