

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI91427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zips Car Wash, LLC		03/12/2024	Limited Liability Company: ARKANSAS
RECEIVING PARTY DATA			
Company Name:	Brightwood Loan Services LLC		
Street Address:	810 Seventh Avenue		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97840809	ZIPS UNLIMITED	
Registration Number:	6011115	ROCKET EXPRESS CAR WASH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7146686200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Mitchell Garrett		
SIGNATURE:	Mitchell Garrett		
DATE SIGNED:	03/13/2024		
Total Attachments: 5			
source=Zips - Trademark Security Agreement (2024) Executed(119220045_1) (002)#page1.tif			
source=Zips - Trademark Security Agreement (2024) Executed(119220045_1) (002)#page2.tif			

OP \$65.00.00 97840809

source=Zips - Trademark Security Agreement (2024) Executed(119220045_1) (002)#page3.tif

source=Zips - Trademark Security Agreement (2024) Executed(119220045_1) (002)#page4.tif

source=Zips - Trademark Security Agreement (2024) Executed(119220045_1) (002)#page5.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 12, 2024 (this “Notice”), by ZIPS CAR WASH, LLC (the “Grantor”), in favor of BRIGHTWOOD LOAN SERVICES LLC, as Administrative Agent for the lenders party to the Credit Agreement referred to below (the “Administrative Agent”).

WITNESSETH:

WHEREAS, by operation of a Security Agreement dated as of August 30, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), the Grantor has granted a security interest to the Administrative Agent in the trademark registrations and applications listed on Schedule I attached hereto (collectively, the “Trademarks”);

WHEREAS, pursuant to the Credit Agreement, dated as of August 30, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent (the “Credit Agreement”), the Lenders have agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to perform their obligations under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, it granted to the Administrative Agent a security interest in all of the Grantor’s Trademarks (including, without limitation, those items listed on Schedule I attached hereto) and to the extent not otherwise included, all goodwill associated with any and all of the Trademarks and all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor.

SECTION 3. Purpose. This Notice has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office and any applicable foreign trademark recording office. This Notice is expressly subject to the terms and conditions of the Credit Agreement. The Credit Agreement remains in full force and effect in accordance with its terms. The Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks are fully set forth in the 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.

SECTION 4. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Notice.

SECTION 5. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


ZIPS CAR WASH, LLC

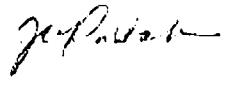
DocuSigned by:
By: Gene Dinkens
2237F83B5FDE42B...
Name: Gene Dinkens
Title: Chief Executive Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Accepted and Agreed:

BRIGHTWOOD LOAN SERVICES LLC

By: 
Name: Sengal Selassie
Title: Managing Member

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008371 FRAME: 0495

Schedule I

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
Zips Car Wash, LLC	“ZIPS UNLIMITED”	Not Yet Registered	Not Yet Registered	97840809	3/15/23	Pending
Zips Car Wash, LLC	“ROCKET EXPRESS CAR WASH”	6011115	3/17/2020	88300634	2/13/2019	Registered