

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI127237

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment of Trademark Security Interests	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC		03/27/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Bank of America, N.A., as successor Administrative Agent		
<b>Street Address:</b>	900 West Trade Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Banking Association: DISTRICT OF COLUMBIA		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3343318	MISTER HOTSHINE	
<b>Registration Number:</b>	3181699	HOTSHINE	
<b>Serial Number:</b>	86278615	MISTER CAR WASH	
<b>Registration Number:</b>	5009924	UNLIMITED WASH CLUB	
<b>Registration Number:</b>	5530687	MISTER CAR WASH	
<b>Registration Number:</b>	4294179	PRIME SHINE CAR WASH PRIMESHINE.COM	
<b>Registration Number:</b>	3060438	E-WASH	
<b>Registration Number:</b>	6142319	MISTER OIL CHANGE EXPRESS	
<b>Registration Number:</b>	5960360	MISTER	
<b>Registration Number:</b>	6005922	MISTER UNLIMITED WASH CLUB	
<b>Registration Number:</b>	6005921	MISTER UNLIMITED WASH CLUB	
<b>Registration Number:</b>	6116149	M	
<b>Serial Number:</b>	90507242	INSPIRING PEOPLE TO SHINE	
<b>Serial Number:</b>	90507248	WE CARE WE WORK HARD WE HAVE FUN	
<b>Serial Number:</b>	90507225	INSPIRING FUTURES	
<b>Serial Number:</b>	90238088	UNLIMITED MEMBER	
<b>Serial Number:</b>	90507228	MCW	
<b>Serial Number:</b>	88494232	SHINE TOGETHER	
<b>Serial Number:</b>	90739846	UNLOCK UNLIMITED SHINE	

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Property Type	Number	Word Mark
Serial Number:	90774392	TWELVE DAYS OF SHINE
Serial Number:	90774398	SEASON OF SHINE
Serial Number:	90774409	SHARE YOUR SHINE
Serial Number:	90465610	CLEAN MACHINE CAR WASH
Registration Number:	6100517	CLEAN MACHINE CARWASH

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8007130755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Michael Violet
<b>SIGNATURE:</b>	Michael Violet
<b>DATE SIGNED:</b>	03/28/2024

**Total Attachments: 12**  
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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY  
COLLATERAL

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Assignment"), dated as of March 27, 2024, is entered into by and between JEFFERIES FINANCE LLC ("Assignor") and BANK OF AMERICA, N.A. ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the applicable IP Security Agreement (as defined below), whether defined directly therein or by reference to another agreement.

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of August 21, 2014, (as supplemented by that certain Security Agreement Supplement No. 1, dated as of July 14, 2017, as supplemented by that certain Security Agreement Supplement No. 2, dated as of March 29, 2019, and as further amended, modified or supplemented from time to time, the "Original Security Agreement"), by and among CAR WASH PARTNERS, INC., a Delaware corporation, PRIME SHINE, LLC, a California limited liability company, and the other Grantors party thereto from time to time (each a "Original Security Agreement Grantor", and, collectively the "Original Security Agreement Grantors"), Assignor, and certain other parties and (ii) that certain Amended and Restated First Lien Security Agreement, dated as of May 14, 2019 (as amended, modified or supplemented from time to time, the "Amended and Restated Security Agreement" and, together with the Original Security Agreement, the "Security Agreement") by and among CAR WASH PARTNERS, INC. a Delaware corporation, CLEAN STREAK VENTURES, LLC, a Delaware limited liability company, and the other Grantors party thereto from time to time (each an "Amended and Restated Security Agreement Grantor", and, together with the Original Security Agreement Grantors, each a "Grantor", and, collectively, the "Grantors"), Assignor, and certain other parties, one or more of the Grantors executed and delivered in favor of Assignor (i) a Patent Security Agreement, dated August 21, 2014, which was recorded in the United States Patent and Trademark Office ("USPTO") on August 21, 2014 at Reel/Frame 033583/0560; (ii) a Trademark Security Agreement, dated August 21, 2014, which was recorded in the USPTO on August 21, 2014 at Reel/Frame 5349/0691; (iii) a Trademark Security Agreement, dated March 29, 2019, which was recorded in the USPTO on March 29, 2019 at Reel/Frame 6604/0585; (iv) a Trademark Security Agreement, dated March 29, 2019, which was recorded in the USPTO on March 29, 2019 at Reel/Frame 6604/0592; (v) a Trademark Security Agreement, dated May 6, 2021, which was recorded in the USPTO on May 6, 2021 at Reel/Frame 007283/0018 and (vi) a Trademark Security Agreement, dated May 20, 2022, which was recorded in the USPTO on May 27, 2022 at Reel/Frame 007736/0047 (each, an "IP Security Agreement" and, collectively, the "IP Security Agreements");

WHEREAS, pursuant to the Security Agreement and the IP Security Agreements, each Grantor pledged and granted to Assignor for the benefit of the Secured Parties a lien on and security interest in (the "Security Interest") all of its right, title and interest in, to and under the Patent Collateral and the Trademark Collateral including the Patents listed on Schedule I hereto and the Trademarks listed on Schedule II hereto (collectively, the "IP Collateral");

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement, dated as of March 27, 2024, Assignor resigned as Administrative Agent and was

succeeded by Assignee, and in furtherance thereof Assignor granted, assigned, transferred and conveyed to Assignee, and assignee assumed, the Security Interest in the IP Collateral.

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the USPTO;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby grants, assigns, transfers and conveys to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the IP Collateral and the IP Security Agreements, including, without limitation, its Security Interest in Grantor's right, title and interest in, to and under the IP Collateral. The foregoing assignment is made without representations or warranties of any kind.

This Assignment may be in the form of an electronic record and may be executed using electronic signatures (including, without limitation, facsimile, tif and .pdf) and shall be considered an original. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Assignment may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Assignment.

SECTION 7. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or relating to this Assignment or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

Signature pages follow

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN IP COLLATERAL as of the date first above written.

JEFFERIES FINANCE LLC  
as Assignor

By: *Peter Cucchiara*  
Name: Peter Cucchiara  
Title: Managing Director

*[Signature Page to Assignment of Security Interest in IP]*


**TRADEMARK**  
**REEL: 008382 FRAME: 0548**

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Administrative Agent, accepts and assumes the foregoing Assignment.

DATED as of March 27, 2024.

BANK OF AMERICA, N.A., as Assignee

By: 

Name: Priscilla Ruffin

Title: AVP

[Signature Page to Assignment of Security Interest in IP]

**TRADEMARK**  
**REEL: 008382 FRAME: 0549**

SCHEDULE I

Patents

Patent Security Agreement

Recorded at Reel/Frame 033583/0560

<u>OWNER</u>	<u>PATENT</u>	<u>PATENT NO.</u>	<u>FILING/ISSUE DATE</u>
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	Automatic Vehicle Wash and Wax System	7,494,547	2/24/2009

SCHEDULE II


Trademarks

Trademark Security Agreement  
Recorded at Reel/Frame 5349/0691

<u>OWNER</u>	<u>MARK</u>	<u>SERIAL/REG NO.</u>	<u>APP./REG DATE</u>
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	MISTER HOTSHINE	3343318	11/27/2007
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	HOTSHINE	3181699	12/5/2006
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	MISTER CAR WASH	8/6278615	5/1/2014



Trademark Security Agreement  
Recorded at Reel/Frame 6604/0585






Owner	Mark	Registration No.	Reg. Date
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	UNLIMITED WASH CLUB	5009924	7/26/2016
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	MISTER CAR WASH Stylized 	5530687	07/31/2018

Trademark Security Agreement  
Recorded at Reel/Frame 6604/0592


<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>
Prime Shine, LLC	PRIME SHINE CAR WASH PRIMESHINE.COM	4294179	02/26/2013
Prime Shine, LLC	E-WASH  <b>e-wash</b>	3060438	02/21/2006

Trademark Security Agreement  
 Recorded at Reel/Frame 007283/0018




U.S. Trademarks Registrations:

	Owner	Trademark	Registration No.	Reg. Date
1.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		6,142,319	9/1/2020
2.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		5,960,360	1/14/2020
3.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		6,005,922	3/10/2020
4.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		6,005,921	3/10/2020
5.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		6,116,149	8/4/2020

U.S. Trademarks Applications:

	Owner	Trademark	Application No.	Reg. Date
1.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	INSPIRING PEOPLE TO SHINE	90/507,242	2/3/2021
2.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	WE CARE, WE WORK HARD, WE HAVE FUN	90/507,248	2/3/2021
3.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	INSPIRING FUTURES	90/507,225	2/3/2021
4.	Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	 UNLIMITED <b>MEMBER</b>	90/238,088	10/6/2020

Trademark Security Agreement  
 Recorded at Reel/Frame 007736/0047

Owner	Mark	Reg./App No.	Date
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		5,960,360	1/14/2020
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	MCW	90/507228	2/3/2021
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	SHINE TOGETHER	88/494232	6/28/2019
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)		6,459,916	8/24/2021
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	UNLOCK UNLIMITED SHINE	90/739,846	5/27/2021
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	TWELVE DAYS OF SHINE	90/774,392	6/15/2021
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	SEASON OF SHINE	90/774,398	6/15/2021
Car Wash Partners, LLC (f/k/a Car Wash Partners, Inc.)	SHARE YOUR SHINE	90/774,409	6/15/2021
Clean Streak Ventures, LLC		90/465,610 (application)  6587420 (registration)	1/14/2021 2/14/2021
Clean Streak Ventures, LLC	CLEAN MACHINE CARWASH	6,100,517	7/14/2020