

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI146342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WASHCARD SOLUTIONS LLC		04/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	SUNFLOWER BANK, N.A., as administrative agent		
Street Address:	8117 Preston Road		
Internal Address:	Suite 250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6824053		
Registration Number:	6824054		
Registration Number:	6824055	WASHCARD SYSTEMS	
Registration Number:	6800708	WASHCARD SYSTEMS	
Registration Number:	6676737	CROSS CONNECT	
Registration Number:	6676735	UWASH	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham		
Address Line 1:	2728 North Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	64657.41		
NAME OF SUBMITTER:	NANCY GRAHAM		

CH \$165.00.00 90629825

SIGNATURE:	NANCY GRAHAM
DATE SIGNED:	04/11/2024
Total Attachments: 7 source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page1.tif source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page2.tif source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page3.tif source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page4.tif source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page5.tif source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page6.tif source=04. Trademark Security Agreement (DS Carwash) 4868-6442-2066 v.3#page7.tif	

April 1, 2024

TRADEMARK SECURITY AGREEMENT

WHEREAS, WASHCARD SOLUTIONS LLC, a Delaware limited liability company (“Grantor”), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 31, 2021 (as said Agreement may be amended and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable), among Grantor, each other signatory party thereto, and Sunflower Bank, N.A., as administrative agent for its benefit and the benefit of each of the other Secured Parties (“Administrative Agent”), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent for its benefit and the benefit of each of the other Secured Parties a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the “Trademarks”), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Page]

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

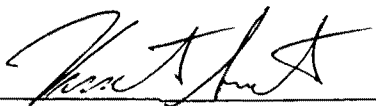
Acknowledged:

GRANTOR:

WASHCARD SOLUTIONS LLC,
a Delaware limited liability company

By: D&S Car Wash Equipment Company LLC
Its: Sole Member

By: D&S Car Wash Supply Inc.
Its: Manager

By: 
Name: Vince Smith
Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT:




SUNFLOWER BANK, N.A.

By: Chase Wildes
Name: Chase Wildes
Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

(a) TRADEMARK REGISTRATIONS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	Design Only 	6824053	None	None	08/23/2022	USA
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	Design Only 	6824054	None	None	08/23/2022	USA
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	WASHCARD SYSTEMS & Design 	6824055	None	None	08/23/2022	USA

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	WASHCARD SYSTEMS	6800708	None	None	07/26/2022	USA
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	CROSS CONNECT	6676737	None	None	03/22/2022	USA
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	UWASH	6676735	None	None	03/22/2022	USA
Yarusso Companies Incorporated DBA WashCard Systems	Assignee	TAP&APP ¹					

¹ NTD: Trademark was abandoned by the registered owner on 02/20/2024. Serial Number: 97477719 and Filing Date: 06/27/2022.

(b) TRADEMARK APPLICATIONS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None	None	None	None	None	None	None	None