

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Car Wash Partners, Inc.		04/02/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, Chicago Branch, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3181699	HOTSHINE	
Registration Number:	2872588	HOTSHINE	
Registration Number:	2938748	MCW AUTO GLASS	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1650886		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 3181699

Signature:	/richard kalwa/
Date:	04/03/2007
Total Attachments: 4 source=2220159#page1.tif source=2220159#page2.tif source=2220159#page3.tif source=2220159#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of April, 2007, Car Wash Partners, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 3561 East Sunrise Drive, Suite 125, Tucson, Arizona 85718, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Bank of Montreal, a chartered bank of Canada acting through its Chicago Branch, (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60661, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors from time to time party thereto, and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CAR WASH PARTNERS, INC.

By 
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, CHICAGO BRANCH,
as Administrative Agent

By _____
Name _____
Title _____

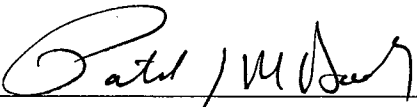
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CAR WASH PARTNERS, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, CHICAGO BRANCH,
as Administrative Agent

By  _____
Name **Patrick McDonnell**
Title **Managing Director**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
HOTSHINE "WORDS ONLY"	3181699	12/5/06
HOTSHINE "DESIGN MARK"	2872588	8/10/04
MCW AUTO GLASS "WORDS ONLY"	2938748	4/5/05