

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AutoShine of New England LLC		12/20/2019	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Harrell's Car Wash Systems, Inc.		
Street Address:	1339 Country Club Road		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46234		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4827998	IBUBBLE	
CORRESPONDENCE DATA			
Fax Number:	4142335000		
<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:	4149785441		
Email:	melissa.mcgin@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	555 E. Wells Street, Suite 1900		
Address Line 2:	Attn: Melissa McGinn		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	531383-15		
NAME OF SUBMITTER:	Melissa McGinn		
SIGNATURE:	/Melissa McGinn/		
DATE SIGNED:	10/09/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 20th day of December, 2019 (the "Effective Date") by and among **AutoShine of New England LLC**, a Connecticut limited liability company ("**Assignor**"), with a principal place of business at 135 Sheldon Road, Unit 1A, Manchester, Connecticut 06042, and **Harrell's Car Wash Systems, Inc.**, a Wisconsin corporation ("**Assignee**"), with a principal place of business at 1339 Country Club Road, Indianapolis, Indiana 46234-1820.

WHEREAS, the Assignee acquired substantially all of the assets and certain liabilities of Assignor under the Asset Purchase Agreement dated December 20, 2019, pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee all of its rights, title and interests in, to and under certain intellectual property.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Ownership. Assignor owns all right, title, and interest in the trademark listed below ("**Assigned Mark**"):

- (a) IBUBBLE, U.S. Registration No. 4,827,998 for *Chemical application system comprised of a metal storage tank for detergents and chemicals, a supply line for supplying chemicals to the tank, and an air line within the tank, for applying detergent, wax and other chemicals to vehicles for washing and polishing vehicles* in International Class 6.

2. Transfer. Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest, throughout the world, in and to the Assigned Mark and any application or registration therefor, together with all common law rights, the goodwill of the business symbolized by the Assigned Mark, any and all causes of action, either in law or in equity, and the right to enforce any rights and to file any causes of action, including the right to recover damages, for any past, present or future infringement or misappropriation of the Assigned Mark.

3. Acceptance. Assignee hereby accepts the assignment described herein and assumes all ownership, rights, liabilities and obligations in connection with such assignment.

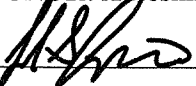
4. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument. Facsimile signatures shall be deemed to be originals.

[signature page follows]

Trademark Assignment Agreement

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year written below.

ASSIGNOR: Autosshine of New England LLC

By: 

Name: Frank Carpino

Title: President

Date: December 20, 2019

ASSIGNEE: Harrell's Car Wash Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CONFIDENTIAL
Project Shine
VERONICA.YE@PLW.COM
Monday, September 14, 2020 8:09:31 PM

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year written below.

ASSIGNOR: AutoShine of New England LLC


By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE: Harrell's Car Wash Systems, Inc.

By:  _____

Name: John K. Reinke _____

Title: Secretary _____

Date: _____

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]