

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600925

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900553853		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S&H Car Wash, Inc.		06/03/2020	Corporation: FLORIDA
S&H Real Estate, Inc.		06/03/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Marc 1 Holdings, LLC		
Street Address:	3715 Northside Pkwy NW		
Internal Address:	Building 200, Suite 420		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30327		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4281002	A CLEAN CAR FAST!	
Registration Number:	4298241	PITSTOP CARWASH	
Registration Number:	4308543	PITSTOP CARWASH	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Email:	mrussell@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	Mark Russell		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Mark Russell		
SIGNATURE:	/Mark Russell/		
DATE SIGNED:	10/02/2020		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made, entered into and effective as of June 3, 2020 by and between the entities listed as Assignors on the signature pages hereto (each an "Assignor" and collectively, the "Assignors") and Marc 1 Holdings, LLC, a limited liability company of the state of Delaware ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase and Contribution Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement").

RECITALS:

WHEREAS, Assignors have adopted and used and are the owners of certain trademarks and trademark registrations and applications to register trademarks (collectively, the "Trademarks"), including those set forth on **Schedule 1** hereto;

WHEREAS, by virtue of the Purchase Agreement, Assignors are interested in assigning to the Assignee all of Assignors' right, title, and interest in and to those Trademarks constituting Assets, including those set forth on **Schedule 1** hereto, including the goodwill associated therewith (collectively, the "Assigned Trademarks");

WHEREAS, by virtue of the Purchase Agreement, Assignee is interested in acquiring all right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Trademark Assignment.** Assignors hereby irrevocably convey, transfer and assign to the Assignee, and the Assignee hereby accepts, any and all right, title and interest of Assignors in and to the Assigned Trademarks, including the goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. **Recordal and Perfection.** Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks. Assignors further hereby agree to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Trademarks.

4. **Entire Agreement.** This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), and the other documents entered into connection with the Purchase Agreement contain the entire agreement of the parties with regard to

the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

5. **Governing Law**. This Agreement and the Ancillary Agreements and any dispute arising out of or relating to or in connection with this Agreement or any Ancillary Agreement shall be governed by, and construed in accordance with, the Laws of the State of Georgia, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. **EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.**

6. **Counterparts**. This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

7. **Language**. In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

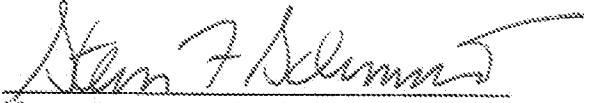
8. **Conflicts Between Agreements**. This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNORS:

S&H Car Wash, Inc.


By: 
Name: Steven F. Schmidt
Title: President

S & H Real Estate, Inc.

By: 
Name: Steven F. Schmidt
Title: President

ASSIGNEE:

MARC 1 HOLDINGS, LLC

By: 

Name: Richard Hackett III

Title: Chief Financial Officer

[Signature Pages to Trademark Assignment Agreement]

TRADEMARK
REEL: 007098 FRAME: 0514

SCHEDULE 1

TRADEMARKS

1. "A clean car FAST!"; USPTO Reg. No. 4,281,002; registered January 22, 2013; owner S & H Car Wash, Inc.
2. PitStop CARWASH logo, see attached; USPTO Reg. No. 4,298,241; registered March 5, 2013; owner S & H Car Wash, Inc.
3. "PitStop CARWASH"; USPTO Reg. No. 4,308,543; registered March 26, 2013; owner S & H Car Wash, Inc.