

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flagship, Inc.		08/09/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Flagship Intermediate Holdco, LLC		
Street Address:	540 Maple Avenue W.		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4414083	FLAGSHIP CARWASH CENTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3016982325		
Email:	ahurlburt@milesstockbridge.com		
Correspondent Name:	Alisa D. Hurlburt		
Address Line 1:	30 West Patrick Street, Suite 600		
Address Line 4:	Frederick, MARYLAND 21701		
ATTORNEY DOCKET NUMBER:	114943-8		
NAME OF SUBMITTER:	Alisa D Hurlburt		
SIGNATURE:	/ALISA D HURLBURT/		
DATE SIGNED:	08/11/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of August 9, 2021 by and among Flagship, Inc., a Maryland corporation (the “**Flagship**”), Donnie V. Hinton, an individual resident of the State of Florida (“**Hinton**”), Connecticut Avenue Care Wash, Inc., a District of Columbia corporation (“**Connecticut Ave.**” and together with Flagship, and Hinton, the “**Assignors**”), and Flagship Intermediate Holdco, LLC, a Delaware liability company (the “**Assignee**”), pursuant to that certain Purchase Agreement, dated as of an even date herewith (the “**Purchase Agreement**”), by and among (i) Assignee and the other Buyer Companies, (ii) the Flagship Companies, and (iii) the Seller Owner Parties. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignors are the owner of certain trademarks and other intellectual property used in connection with their respective car wash businesses, set forth on Exhibit A attached hereto (collectively, the “**Assigned IP**”); and

WHEREAS, Assignors desire to convey, transfer, assign, and deliver to Assignee all of their respective rights in and to the Assigned IP on the terms and subject to the conditions set forth in this Assignment, and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Each Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the Assigned IP, together with all common law rights and associated goodwill of each Assignor and of the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by each Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned IP to its fullest extent anywhere in the world, without the consent of and without accounting to each Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned IP. Each Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned IP and that it shall discontinue any use or exploitation of the Assigned IP. Each Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned IP to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned IP. Each Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned IP to Assignee as the assignee of Assignor’s entire right, title, and interest in and to the same.

2. Further Assurances. Each Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, each Assignor agrees that, when requested by Assignee, such Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned IP and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Remedies. Each Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by such Assignor or any person or entity acting in concert with or on behalf of such Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignors and Assignee and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

6. Waiver. Any waiver of a party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

7. Amendments. This Assignment may not be amended, modified, supplemented, or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the parties.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

9. Counterparts. This Assignment may be executed in counterparts, each of which will be considered an original, and all of which, taken together, shall constitute one and the same instrument. The exchange of copies of this Assignment and of the signature pages hereto by

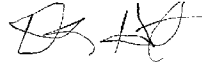
facsimile transmission or by e-mail delivery of a “pdf” data file shall constitute effective and binding execution and delivery of this Assignment as to the parties hereto and may be used in lieu of the original Assignment and signature pages thereof for all purposes.

[Signature Page Follows]

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

ASSIGNORS:

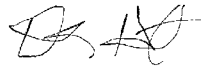
FLAGSHIP, INC.



By: _____


Name: Donnie V. Hinton

Title: President



DONNIE V. HINTON

CONNECTICUT AVENUE CAR WASH, INC.



By: _____

Name: Donnie V. Hinton

Title: President

ASSIGNEE:

FLAGSHIP INTERMEDIATE HOLDCO, LLC

By: _____

Name: Andy Colmone

Title: President and chief Executive Officer

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

ASSIGNORS:

FLAGSHIP, INC.

By: _____
Name: Donnie V. Hinton
Title: President

DONNIE V. HINTON

CONNECTICUT AVENUE CAR WASH, INC.

By: _____
Name: Donnie V. Hinton
Title: President

ASSIGNEE:

FLAGSHIP INTERMEDIATE HOLDCO, LLC

By: Andy Colmone
Name: Andy Colmone
Title: President and chief Executive Officer

EXHIBIT A

ASSIGNED IP

REGISTERED TRADEMARKS:

TRADEMARK / CURRENT OWNER OF RECORD	JURISDICTION	APPLICATION / REGISTRATION NUMBERS / DATES	GOODS AND SERVICES
FLAGSHIP CARWASH CENTER (Word Mark) <u>Owner:</u> Flagship, Inc. 785 Hungerford Drive Rockville, MD 20850	United States	Application No.: 85847831 Application Date: February 12, 2013 Registration No.: 4414083 Registration Date: October 8, 2013	Int'l Cl. 37: Automobile cleaning and car washing

UNREGISTERED TRADEMARKS:

