

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
El Car Wash, LLC		02/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	150 S. Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4870671	EL CARWASH	
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>			
Email:	khenning@kslaw.com		
Correspondent Name:	Kelly Henning		
Address Line 1:	1180 Peachtree St. NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kelly Henning		
SIGNATURE:	/Kelly Henning/		
DATE SIGNED:	05/18/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2022 (this “Trademark Security Agreement”), is made by and among El Car Wash, LLC, a Delaware limited liability company (the “Grantor”), in favor of Golub Capital Markets LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, the “Grantee”), for the benefit of itself and the other Secured Parties.

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of February 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto from time to time, the Administrative Agent and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of February 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the other 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 or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications included in the Collateral, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to Grantee, for the benefit of the 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) each Trademark registration and Trademark application owned by Grantor (excluding any “intent to use” Trademark applications for which a statement of use has

not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office)), including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Grantee and a counterpart hereof shall have been executed on behalf of the Grantee, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request by the Grantor, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral

under this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

EL CAR WASH, LLC, a Delaware limited liability company, as a Grantor

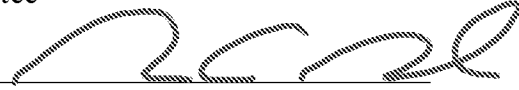
DocuSigned by:

By: _____
Name: Justin Landau
Title: Chief Executive Officer

Acknowledged:

GOLUB CAPITAL MARKETS LLC,
as Grantee

By:

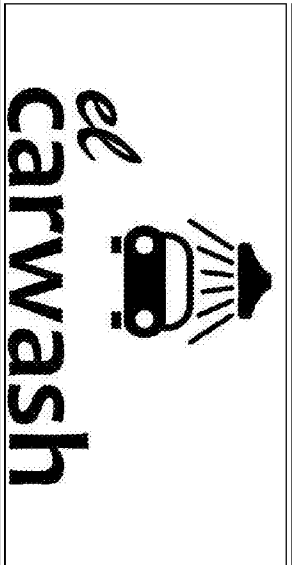
A handwritten signature in black ink, appearing to read 'MCR', written over a horizontal line.

Name: Marc C. Robinson

Title: Senior Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

(A) Trademark	(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
	United States	86/26,369	5/12/15	4870671	12/15/2015	Registered

TRADEMARK

REEL: 007725 FRAME: 0300

RECORDED: 05/18/2022