

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM735533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Access Car Wash Holdings, LLC		06/17/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spotless Brands, LLC		
<b>Street Address:</b>	1 Mid America Plaza		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Oak Brook Terrace		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60181		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97339944	SPOTLESS BRANDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3016982325		
<b>Email:</b>	ahurlburt@milesstockbridge.com		
<b>Correspondent Name:</b>	Alisa D. Hurlburt		
<b>Address Line 1:</b>	30 West Patrick Street, Suite 600		
<b>Address Line 2:</b>	Miles & Stockbridge		
<b>Address Line 4:</b>	Frederick, MARYLAND 21701		
<b>ATTORNEY DOCKET NUMBER:</b>	114943-20		
<b>NAME OF SUBMITTER:</b>	Alisa D Hurlburt		
<b>SIGNATURE:</b>	/ALISA D HURLBURT/		
<b>DATE SIGNED:</b>	06/17/2022		
<b>Total Attachments: 4</b>			
source=SPOTLESS BRANDS - Design Mark - US App 97339944 - Trademark Assignment - EXECUTED - USPTO Recordal#page1.tif			

CH \$40.00 97339944

source=SPOTLESS BRANDS - Design Mark - US App 97339944 - Trademark Assignment - EXECUTED - USPTO  
Recordal#page2.tif

source=SPOTLESS BRANDS - Design Mark - US App 97339944 - Trademark Assignment - EXECUTED - USPTO  
Recordal#page3.tif

source=SPOTLESS BRANDS - Design Mark - US App 97339944 - Trademark Assignment - EXECUTED - USPTO  
Recordal#page4.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “Assignment”) is made and delivered as of June 17, 2022 (the “Effective Date”), by and between, Access Car Wash Holdings, LLC, a Delaware limited liability company, having its principal place of business at 1 Mid America Plaza, Suite 210, Oak Brook Terrace, Illinois 60181 (“Assignor”), and its subsidiary, Spotless Brands, LLC, a Delaware limited liability company, having its principal place of business at 1 Mid America Plaza, Suite 210, Oak Brook Terrace, Illinois 60181 (“Assignee”), pursuant to that certain Contribution Agreement, dated and effective as of the Effective Date (the “Contribution Agreement”), by and between Assignor and Assignee. All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Contribution Agreement.

WHEREAS, Assignor is the sole and exclusive legal and beneficial owner of the trademark set forth in Exhibit A attached hereto (the “Assigned Trademark”), Assignor possesses the exclusive right to transfer and assign to Assignee all right, title, and interest therein and thereto, Assignor desires to convey, transfer, assign, and deliver all of its rights, title, and interest in the Assigned Trademark 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 hereto agree as follows:

1. Assignment. 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 Trademark, together with all common law rights and associated goodwill of Assignor and of the business connected with the use of or symbolized thereby, and together with such connected business (as set forth in the Contribution Agreement). Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Trademark to their fullest extent anywhere in the world, without the consent of and without accounting to 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 Trademarks. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned Trademark and that it shall discontinue any use or exploitation of the Assigned Trademark. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Trademark to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Trademarks. 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 Trademark to Assignee as the assignee of Assignor’s entire right, title, and interest in and to the same.

2. Further Assurances. 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, Assignor agrees that, when requested by Assignee, 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 Trademarks and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

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

4. 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.

5. 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.

6. 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 hereto.

7. 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.

8. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be 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, each of the parties hereto has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

**ASSIGNORS:**

**ACCESS CAR WASH HOLDINGS, LLC**

*Andy Colmone*

By: \_\_\_\_\_

Name: Andy Colmone

Title: Vice President

**ASSIGNEE:**

**SPOTLESS BRANDS, LLC**

*Andy Colmone*

By: \_\_\_\_\_

Name: Andy Colmone

Title: Vice President

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

---

---

**LIST OF ASSIGNED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No. Application Date</b>	<b>Registration No. / Registration Date</b>	<b>Owner</b>
<b>SPOTLESS</b> BRANDS  (Design Mark)	US	97339944  March 31, 2022	N/A	Access Car Wash Holdings, LLC