

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742559

<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>
Wild Partners		06/21/2022	Partnership: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ultimate Shine Opco, 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: VIRGINIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5980077	ULTIMATE SHINE CAR WASH	
<b>Registration Number:</b>	6028296	ULTIMATE SHINE CAR WASH	
<b>Registration Number:</b>	5033479	ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH	
<b>Registration Number:</b>	5071752	ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH	
<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 4:</b>	Frederick, MARYLAND 21701		
<b>ATTORNEY DOCKET NUMBER:</b>	114943-13		
<b>NAME OF SUBMITTER:</b>	Alisa D Hurlburt		
<b>SIGNATURE:</b>	/ALISA D HURLBURT/		
<b>DATE SIGNED:</b>	07/20/2022		
<b>Total Attachments: 7</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is dated and delivered as of June 21, 2022 (the “**Effective Date**”), by Wild Partners, a Tennessee general partnership d/b/a Ultimate Shine Car Wash (“**Assignor**”), and Ultimate Shine Opco, LLC, a Virginia limited liability company (“**Assignee**”), pursuant to a Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Assignor, Assignee, and the other parties thereto. All capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of a certain trademarks used in connection with its car wash business; and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver all of its rights, title, and interest in and to the trademarks set forth on Exhibit A attached hereto and all related common law (unregistered) trademarks (collectively, the “**Assigned Trademarks**”), pursuant to the Purchase Agreement and 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 Trademarks, together with all common law rights and associated goodwill of 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 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 Trademarks 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 Trademarks and that it shall discontinue any use or exploitation of the Assigned Trademarks. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Trademarks 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 Trademarks 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 for securing and maintaining, at Assignee's sole cost and expense, the Assigned Trademarks as registered trademarks within the records of the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over 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 according to the laws of the State of Delaware and the federal laws of the United States without giving effect to its principles regarding conflicts of law.

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 in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

9. **Subject to the Purchase Agreement.** This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants, and agreements of Seller, Buyer Companies, and the other parties thereto contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing in this Assignment shall supersede, amend, alter, or modify, nor shall it be deemed or construed to supersede, amend, alter, or modify, any of the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control and prevail.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

WILD PARTNERS

*David Wild*

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

Name: David Wild

Title: Managing Partner

[Signatures continue on following page]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of the date first above written.

**ASSIGNEE:**

ULTIMATE SHINE OPCO, LLC

*Andy Colmone*


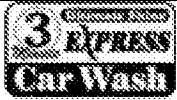
By: \_\_\_\_\_

Name: Andy Colmone

Title: Chief Executive Officer

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

**LIST OF ASSIGNED TRADEMARKS**

Mark	Jurisdiction	Application No. / Application Date	Registration No. / Registration Date	Owner
<b>ULTIMATE SHINE CAR WASH</b>  (Word Mark)  Supplemental Register	US	88611187  September 10, 2019	5980077  February 4, 2020	Wild Partners
  <b>ULTIMATE SHINE CAR WASH &amp; DESIGN</b>  (Design Mark)	US	88611170  September 10, 2019	6028296  April 7, 2020	Wild Partners
<b>ULTIMATE SHINE 3 MINUTE EXPRESS CAR WASH</b>  (Word Mark)  Supplemental Register	US	868864  January 26, 2016	5033479  August 30, 2016	Wild Partners
  <b>ULTIMATE SHINE 3 MINUTE</b>	US	86886401  January 26, 2016	5071752  November 1, 2016	Wild Partners



<b>EXPRESS CAR WASH &amp; DESIGN</b>  (Design Mark)				
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