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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autawash of Colorado, LLC		12/17/2020	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	Cobblestone Denver Propco, LLC	
Street Address:	8900 East Bahia Dr.	
Internal Address:	ess: Suite 200	
City:	Scottsdale	
State/Country:	Country: ARIZONA	
Postal Code:	85260	
Entity Type:	ity Type: Limited Liability Company: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2341386	AUTAWASH

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 602 285 5041

Email: nlevine@dickinsonwright.com

Correspondent Name: Spencer Cashdan, Dickinson Wright PLLC

Address Line 1: 1850 N. Central Ave.

Address Line 2: 14th Floor

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	54451-59
NAME OF SUBMITTER:	Spencer Cashdan
SIGNATURE:	/Spencer Cashdan/
DATE SIGNED:	08/23/2022

Total Attachments: 3

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PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

- 1. Agreement. This Purchase Agreement and Joint Escrow Instructions is made and entered into as of December 17, 2020, between EXPRESS 75 PROPCO, LLC, an Arizona limited liability company ("Express 75"), EXPRESS 76 PROPCO, LLC, an Arizona limited liability company ("Express 76") (Express 75 and Express 76 may be collectively referred to herein as "Buver"), AUTAWASH OF COLORADO, LLC, a Colorado limited liability company ("Seller"), and constitutes escrow instructions to FIDELITY NATIONAL TITLE AGENCY ("Escrow Agent"), and represents the agreement (the "Agreement") on the part of the Seller to sell and on the part of the Buyer to purchase the Properties described below.
- 2. <u>Properties.</u> The properties which are the subject of this Agreement are comprised of the following:
- Aurora Property. (i) that certain real property generally located at 2291 S. (a) Havana St., Aurora, Colorado 80014, and legally described on Exhibit A-1 attached hereto and made a part hereof (the "Aurora Land"); (ii) all buildings, structures and other improvements, if any, located on the Aurora Land (the "Aurora Improvements"); (iii) all of Seller's assignable interest in any rights, privileges, easements, rights-of-way and appurtenances used or connected with the beneficial use or enjoyment of the Aurora Land including, without limitation, minerals, oil, gas and other hydrocarbon substances on and under the Aurora Land, as well as development rights, air rights, water, water rights and water stock relating to the Aurora Land (the Aurora Land, the Aurora Improvements and such rights, privileges, easements, rights-of-way, and appurtenances are sometimes collectively hereinafter referred to collectively as the "Aurora Real Property"); (iv) except for the Excluded Assets (defined below), all personal property and fixtures (if any) owned by Seller, located on the Aurora Real Property and used in the operation or maintenance of the Aurora Real Property (collectively, the "Aurora Personal Property"); (v) all of Seller's assignable interest in any permits, licenses, authorizations, consents, entitlements, approvals and certificates relating to the Aurora Real Property, to the extent assignable (collectively, the "Aurora Permits"); (vi) all of Seller's assignable interest in any warranties, guarantees and indemnities (including, without limitation, those for workmanship, materials and performance) which may exist from, by or against any contractor, subcontractor, manufacturer, laborer or supplier of labor, materials or other services relating to the Aurora Real Property or the Aurora Personal Property (collectively, the "Aurora Warranties"); (vii) all of Seller's assignable interest in (1) the name Autawash and all trademarks and tradenames utilized by Seller in its business and any derivations thereof, all of Seller's telephone numbers, social media accounts, websites, URLs and e-mail addresses owned, licensed or otherwise used by Seller in connection with, or otherwise relating to, the Seller's business (collectively, the "Autawash IP"), along with all goodwill attributable to or associated with such trade names and marks, and other identifying material used by Seller in the operation of the Aurora Property, and (2) all plans, drawings (including electronic CAD drawings), specifications, surveys, engineering reports, environmental reports and audits, government or regulatory compliance reports, such as, American with Disabilities Act compliance reports, equipment manuals, and other technical manuals and descriptions, if any, to the extent assignable without cost to Seller, and any goodwill associated with the business operated on the Aurora Real Property (collectively, including the Autawash IP, the "Aurora Intangible Property"). The Aurora Land, Aurora Improvements, Aurora Real Property, Aurora Personal Property, Aurora Permits, Aurora Warranties and Aurora Intangible Property may be collectively referred to herein as the "Aurora Property."
- (b) <u>Centennial Property</u>. (i) that certain real property generally located at 7919 E. Arapahoe Rd., Centennial, Colorado 80112, and legally described on <u>Exhibit A-2</u> attached hereto and made a part hereof (the "<u>Centennial Land</u>"); (ii) all buildings, structures and other improvements, if any,

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BILL OF SALE for Aurora Personal Property

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Autawash of Colorado, LLC, a Colorado limited liability company ("Seller"), does hereby transfer, convey and assign to COBBLESTONE DENVER PROPCO LLC, a Colorado limited liability company ("Buyer"), all of its right, title and interest in and to the Personal Property pertaining to the real property in the City of Aurora, County of Arapahoe, State of Colorado described in Exhibit A attached hereto and incorporated herein by this reference, as defined in that certain Purchase Agreement dated as of December 17, 2020, by and between Seller and Buyer.

Dated	:, 2021.		
BUYER:		SELLER:	
	blestone Denver Propco, LLC, lorado limited liability company	Autawash of Colorado, LLC, a Colorado limited liability company	
By: Its:	Cobblestone Propco, LLC, a Delaware limited liability company Member	By:Barry D. Hillegas, Manager	
	By: Tuck Bettin, Chief Executive Officer		

GENERAL ASSIGNMENT for Aurora Property

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, conveys and assigns unto Assignee the following items relating to that certain real property located in the City of Aurora, County of Arapahoe, State of Colorado, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Property"):

- (a) the Aurora Warranties;
- (b) the Aurora Permits; and
- (c) the Aurora Reports.

The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

Autawash of Colorado, LLC,

a Colorado limited liability company

By: William Managar

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RECORDED: 08/23/2022