

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759228

<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>
Midwest Fidelity Partners, LLC		11/22/2021	Limited Liability Company: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marc 1 Holdings, LLC		
<b>Street Address:</b>	3715 NORTHSIDE PKWY NW BUILDING 200, SUITE 420		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30327		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6013403	SILVERSTAR CAR WASH	
<b>Registration Number:</b>	6101217	SILVERSTAR 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>	4045722743		
<b>Email:</b>	EFOX@KSLAW.COM		
<b>Correspondent Name:</b>	Elizabeth M. Fox		
<b>Address Line 1:</b>	1180 Peachtree Street, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Elizabeth M. Fox		
<b>SIGNATURE:</b>	/Elizabeth M. Fox/		
<b>DATE SIGNED:</b>	10/05/2022		
<b>Total Attachments: 5</b>			
source=Trademark_Assignment_Agreement_(Clean_-_09-26-2022).docx#page1.tif			
source=Trademark_Assignment_Agreement_(Clean_-_09-26-2022).docx#page2.tif			
source=Trademark_Assignment_Agreement_(Clean_-_09-26-2022).docx#page3.tif			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made, entered into and effective as of November 22, 2021 by and between **Midwest Fidelity Partners, LLC**, a South Dakota limited liability company at 4916 S. Marion Road, Sioux Falls, SD 57106 ("Assignor") and **Marc 1 Holdings, LLC**, a limited liability company of the state of Delaware ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Asset Purchase and Contribution Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement").

### RECITALS:

**WHEREAS**, Assignor has adopted and used and is the owner of certain trademarks (collectively, the "Trademarks"), including those set forth on **Schedule 1** hereto;

**WHEREAS**, by virtue of the Purchase Agreement, Assignor is interested in assigning to the Assignee all of Assignor's right, title, and interest in and to those Trademarks constituting Assets, including those set forth on **Schedule 1** hereto, including the goodwill associated therewith (collectively, the "Assigned Trademarks");

**WHEREAS**, by virtue of the Purchase Agreement, Assignee is interested in acquiring all right, title, and interest in and to the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. **Trademark Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to the Assignee, and the Assignee hereby accepts, any and all right, title and interest of Assignor in and to the Assigned Trademarks, including the goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, dilution or other violation thereof or damage thereto, if any, and all rights to apply for, revive and maintain all registrations, renewals and/or extensions thereof.

2. **Recordal and Perfection.** Assignee shall have the right, at Assignee's cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks and to make all filings necessary to maintain the registration of such Assigned Trademarks. Assignor further hereby agrees to execute and deliver to Assignee, its successors and assigns, such other and further assignments, instruments and documents as Assignee reasonably may request from time to time for the purpose of establishing, registering, evidencing, enforcing or defending Assignee's complete, exclusive, and worldwide ownership of all right, title and interest in and to the Assigned Trademarks.

3. **Entire Agreement.** This Assignment, the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement), and the other documents entered into connection with the Purchase Agreement contain the entire agreement of the parties with regard to the subject

matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

4. **Controlling Law.** Sections 8.7 and 8.9 of the Purchase Agreement are hereby incorporated herein mutatis mutandis.

5. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Signatures of the parties transmitted by electronic transmission shall be deemed to be their original signatures for all purposes.

6. **Language.** In the event of any conflict between the English language version of this Assignment and any translation hereof, the English language version shall prevail.

7. **Conflicts Between Agreements.** This Assignment is made pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

*(Signatures begin on following page)*

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

**ASSIGNOR:**

**Midwest Fidelity Partners, LLC**

DocuSigned by:

*Bryan Slama*

SATAC0850EE4437...  
Bryan Slama, Manager

**ASSIGNEE:**

**MARC 1 HOLDINGS, LLC**

DocuSigned by:  
By: Jennifer Vanderveldt  
Name: Jennifer Vanderveldt  
Title: Chief Financial Officer

**SCHEDULE 1**

**TRADEMARKS**

1. Silverstar Car Wash and design, USPTO Reg. No. 6,101,217; registered July 14, 2020



2. Silverstar Car Wash word mark, USPTO Reg. No. 6,013,403; registered March 17, 2020

**Silverstar Car Wash**

3. South Dakota Trademark Registration No. 000001688, SILVERSTAR CAR WASH (expires April 15, 2023)
4. South Dakota Trademark Registration No. 000001689, A BETTER WASH A GREAT FEELING (expires April 15, 2023)