

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		07/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Driven Brands, Inc.		
<b>Street Address:</b>	400 Church Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Drive N' Style, LLC		
<b>Street Address:</b>	440 Church Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Econo-Lube N' Tune, LLC		
<b>Street Address:</b>	440 Church Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Maaco Franchising, LLC		
<b>Street Address:</b>	440 Church Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		

TRADEMARK

<b>Name:</b>	Meineke Car Care Centers, LLC
<b>Street Address:</b>	440 Church Street
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>Name:</b>	SBA-TLC, LLC
<b>Street Address:</b>	440 Church Street
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**PROPERTY NUMBERS Total: 88**

Property Type	Number	Word Mark
Registration Number:	3434492	DRIVENBRANDS
Serial Number:	86086917	DRIVEN PERFORMANCE BRANDS
Registration Number:	1748877	AERO COLOURS
Registration Number:	1429534	AERO COLOURS
Registration Number:	3714446	AERO COLOURS AMERICA'S PAINT REPAIR SPEC
Registration Number:	3330574	AUTOQUAL
Registration Number:	3588917	AUTOQUAL
Registration Number:	4261276	AUTOQUAL
Registration Number:	2326001	AUTOQUAL USA
Registration Number:	2331849	AUTOQUAL USA
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	2387709	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2641638	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	4261278	DRIVE N STYLE
Registration Number:	3143289	DRIVE-N-STYLE
Registration Number:	3143288	DRIVE-N-STYLE
Registration Number:	3347759	SEATPROS
Registration Number:	3096649	WHEN FIRST IMPRESSIONS COUNT
Registration Number:	3887350	ECONO LUBE N' TUNE
Registration Number:	3887349	ECONO LUBE
Registration Number:	3887351	ECONO LUBE N' TUNE & BRAKES

Property Type	Number	Word Mark
Registration Number:	1328948	1 DAY PAINT & BODY CENTERS
Registration Number:	2617360	COSMOLLISION
Registration Number:	2482155	IT'S MAACO FOR MAACO-VERS!
Registration Number:	1084283	MAACO
Registration Number:	1084252	MAACO
Registration Number:	1480014	MAACO
Registration Number:	2275957	MAACO
Registration Number:	2853706	MAACO
Registration Number:	1050442	MAACO AUTO PAINTING & BODYWORKS
Registration Number:	3006015	MAACO COLLISION REPAIR & AUTO PAINTING
Registration Number:	4065498	
Registration Number:	2146176	MAACO POLARIS
Registration Number:	2575354	MAACO-VERS
Registration Number:	3834194	SPRAYGLO AUTO REFINISHING & BODY REPAIR
Registration Number:	1459555	UH OH BETTER GET MAACO
Registration Number:	1448896	AMBASSADOR
Registration Number:	2787733	AMERICA'S BODYSHOP
Registration Number:	1940652	AMERICA'S SMART CHOICE
Registration Number:	1008037	MAACO AUTO PAINTING
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP
Registration Number:	1946653	POLY-LOK
Registration Number:	1938812	PREP PLUS
Registration Number:	1448895	PRESIDENTIAL
Registration Number:	1937610	SMART CHOICE
Registration Number:	2034247	SMART PACK
Registration Number:	1974744	SMART VALUE
Registration Number:	2111535	SUPER PACK
Registration Number:	1935667	SUPREME
Registration Number:	1933300	SUPREME PLUS
Registration Number:	1959356	ULTRA URETHANE
Registration Number:	1950930	VALUE-PREP
Registration Number:	2803550	M.KEY
Registration Number:	1207483	MEINEKE
Registration Number:	1241466	MEINEKE
Registration Number:	3017566	MEINEKE
Registration Number:	1620331	MEINEKE
Registration Number:	1434915	MEINEKE
Registration Number:	1207490	MEINEKE

Property Type	Number	Word Mark
Registration Number:	1610116	MEINEKE
Registration Number:	1970877	MEINEKE
Registration Number:	3126804	MEINEKE CAR CARE CENTER
Registration Number:	3126819	MEINEKE CAR CARE CENTER
Registration Number:	2956651	MEINEKE CAR CARE CENTER
Registration Number:	3886061	MY MONEY. MY CHOICE. MY MEINEKE.
Registration Number:	3338640	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. ME
Registration Number:	3673443	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. ME
Registration Number:	1191431	MINE-A-KEY
Registration Number:	2979521	RIGHT SERVICE. RIGHT PRICE.
Registration Number:	3558572	THUMP BOWL
Registration Number:	1215262	MEINEKE
Registration Number:	1042467	MEINEKE DISCOUNT MUFFLERS
Registration Number:	2022824	MEINEKE DISCOUNT MUFFLERS
Registration Number:	4695817	200,000 MILES
Registration Number:	3376521	200,000 MILES SHOP
Registration Number:	2578539	
Registration Number:	1390713	
Registration Number:	2552645	HAVE YOU MET MERLIN YET?
Registration Number:	1025371	MERLIN
Registration Number:	1340568	MERLIN'S
Registration Number:	2558722	SNUG HUGS FOR KIDS
Registration Number:	3211368	THE DRIVE FOR 200000
Registration Number:	2751877	WE CARE ABOUT YOU. AND YOUR CAR.
Registration Number:	4510443	YOU CAN GO FARTHER
Registration Number:	4217777	TORTAL
Registration Number:	4217830	TORTAL
Serial Number:	86347866	200,000 MILES

**CORRESPONDENCE DATA**

Fax Number: 3026365454

*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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 731016

<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	08/21/2015
<b>Total Attachments: 7</b> source=8-19-15 Barclays-Driven Brands-TM#page1.tif source=8-19-15 Barclays-Driven Brands-TM#page2.tif source=8-19-15 Barclays-Driven Brands-TM#page3.tif source=8-19-15 Barclays-Driven Brands-TM#page4.tif source=8-19-15 Barclays-Driven Brands-TM#page5.tif source=8-19-15 Barclays-Driven Brands-TM#page6.tif source=8-19-15 Barclays-Driven Brands-TM#page7.tif	

**TRADEMARK RELEASE**

THIS TRADEMARK RELEASE (this "Release"), dated as of July 31, 2015, is made by Barclays Bank PLC, in its capacity as collateral agent (in such capacity, the "Collateral Agent").

## WITNESSETH:

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of April 17, 2015 (as amended and/or supplemented from time to time, the "Guarantee and Collateral Agreement") among Driven Brands, Inc., a Delaware corporation ("Driven Brands"), the Guarantors party thereto and the Collateral Agent, and (ii) certain other Security Documents, including (a) the Trademark Security Agreement dated as of April 17, 2015 between Driven Brands and the Collateral Agent (the "Driven Brands Security Agreement"), (b) the Trademark Security Agreement dated as of April 17, 2015 between Drive N' Style, LLC, a Delaware limited liability company ("Drive N Style") and the Collateral Agent (the "Drive N Style Security Agreement"), (c) the Trademark Security Agreement dated as of April 17, 2015 between Econo-Lube N' Tune, LLC, a Delaware limited liability company ("Econo Lube") and the Collateral Agent (the "Econo Lube Security Agreement"), (d) the Trademark Security Agreement dated as of April 17, 2015 between Maaco Franchising, LLC, a Delaware limited liability company ("Maaco") and the Collateral Agent (the "Maaco Security Agreement"), (e) the Trademark Security Agreement dated as of April 17, 2015 between Meineke Car Care Centers, LLC, a North Carolina limited liability company ("Meineke") and the Collateral Agent (the "Meineke Security Agreement"), and (f) the Trademark Security Agreement dated as of April 17, 2015 between SBA-TLC, LLC, a North Carolina limited liability company ("Merlin" and, together with Driven Brands, Drive N Style, Econo Lube, Maaco and Meineke, each a "Grantor" and collectively, the "Grantors") and the Collateral Agent (the "Merlin Security Agreement" and, together with the Driven Brands Security Agreement, the Drive N Style Security Agreement, the Econo Lube Security Agreement, the Maaco Security Agreement and the Meineke Security Agreement, the "Trademark Security Agreements"), each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the following (the "Trademark Collateral"):

(i) each Trademark owned by such Grantor, including, without limitation, each U.S. Trademark registration and application listed on Schedule 1 hereto with respect to such Grantor, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark listed on Schedule 1 hereto with respect to such Grantor), or for injury to the goodwill associated with any of the foregoing.

WHEREAS, (i) the Driven Brands Security Agreement was recorded in the records of the United States Patent and Trademark Office (the "USPTO") on April 17, 2015, at Reel 5499, Frame 0880, (ii) the Drive N Style Security Agreement was recorded in the records of the USPTO on April 20, 2015, at Reel 5500, Frame 0590, (iii) the Econo Lube Security Agreement was recorded in the records of the USPTO on April 20, 2015, at Reel 5500, Frame 0578, (iv) the Maaco Security Agreement was recorded in the records of the USPTO on April 17, 2015, at Reel 5499, Frame 0939, (v) the Meineke Security Agreement was recorded in the records of the USPTO on April 17, 2015, at Reel 5499, Frame 0980 and (vi) the Merlin Security Agreement was recorded in the records of the USPTO on April 17, 2015, at Reel 5499, Frame 0988;

WHEREAS, each Grantor has requested that the Collateral Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the applicable Grantor; and

WHEREAS, capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement or the Trademark Security Agreements.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Release of Security Interest. The Collateral Agent hereby releases, terminates, relinquishes and discharges its security interest in the Trademark Collateral, and reassigns, grants and conveys to each Grantor, as applicable, without any representation, recourse or undertaking, any and all of its right, title and interest in, to or under the Trademark Collateral under the Guarantee and Collateral Agreement, the Trademark Security Agreements and the other Security Documents.

2. Further Assurances. The Collateral Agent hereby agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

3. Recordation. The Collateral Agent hereby authorizes any Grantor or any Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Collateral Agent's security interest in the Trademark Collateral and (iii) otherwise record or file this Release in the applicable governmental office or agency.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first above written.

**BARCLAYS BANK PLC,**  
as Collateral Agent

By: 

Name: Ritam Bhalla

Title: Director

*[Trademark Release Signature Page]*

**TRADEMARK**  
**REEL: 005604 FRAME: 0918**



## SCHEDULE I

### a. Driven Brands, Inc.

Trademark	Reg. Number	Reg. Date
DRIVENBRANDS	3,434,492	5/27/2008
Trademark Application	App. Number	App. Date
DRIVEN PERFORMANCE BRANDS	86/086,917	10/09/2013

### b. Drive N Style LLC

Trademark	Reg. Number	Reg. Date
AERO COLOURS <sup>1</sup>	1,748,877	1/26/1993
AERO COLOURS <sup>1</sup>	1,429,534	2/17/1987
AERO COLOURS AMERICA'S PAINT REPAIR SPECIALISTS (and design) <sup>1</sup>	3,714,446	11/24/2009
AUTOQUAL <sup>2</sup>	3,330,574	11/6/2007
AUTOQUAL <sup>2</sup>	3,588,917	10/10/2009
AUTOQUAL (and design) <sup>2</sup>	4,261,276	12/18/2012
AUTOQUAL USA <sup>2</sup>	2,326,001	3/7/2000
AUTOQUAL USA (and design) <sup>2</sup>	2,331,849	3/21/2000
CREATE YOUR OWN SPECIAL EDITION <sup>2</sup>	3,149,736	9/26/2006
DEALER MUST REMOVE PROTECTIVE COVER (stylized) <sup>2</sup>	2,387,709	9/19/2000
DEALER MUST REMOVE PROTECTIVE COVER (stylized) <sup>2</sup>	2,641,639	10/29/2002
DEALER MUST REMOVE PROTECTIVE COVER (stylized) <sup>2</sup>	2,641,638	10/29/2002
DRIVE N STYLE (and design) <sup>2</sup>	4,261,278	12/18/2012
DRIVE-N-STYLE <sup>2</sup>	3,143,289	9/12/2006
DRIVE-N-STYLE <sup>2</sup>	3,143,288	9/12/2006
SEATPROS <sup>2</sup>	3,347,759	12/4/2007
WHEN FIRST IMPRESSIONS COUNT <sup>2</sup>	3,096,649	5/23/2006

### c. Econo Lube N' Tune, LLC

Trademark	Reg. Number	Reg. Date
ECONO LUBE N' TUNE	3,887,350	12/7/2010
ECONO LUBE	3,887,349	12/7/2010

<sup>1</sup> The owner of record is Aero-Colours, Inc. On December 27, 2012, Aero-Colours, Inc. was merged into Aqua2 Acquisition, Inc., when then converted into Drive N Style LLC on December 29, 2012.

<sup>2</sup> The owner of record is Aqua2 Acquisition, LLC. The company has confirmed that the assignment from Aqua2 Acquisition, Inc. to Aqua2 Acquisition, LLC was incorrect and recorded in error. Aqua2 Acquisition, Inc. was converted to Drive N Style, LLC on December 29, 2012.

ECONO LUBE N' TUNE & BRAKES	3,887,351	12/7/2010
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**d. Maaco Franchising, LLC**

Trademark	Reg. Number	Reg. Date
1 DAY PAINT AND BODY CENTERS (and design)	1,328,948	4/2/1985
COSMOLLISION	2,617,360	9/10/2002
IT'S MAACO FOR MAACO-VERS!	2,482,155	8/28/2001
MAACO	1,084,283	1/31/1978
MAACO	1,084,252	1/31/1978
MAACO	1,480,014	3/8/1988
MAACO (stylized)	2,275,957	9/7/1999
MAACO (stylized) (new logo design)	2,853,706	6/15/2004
MAACO AUTO PAINTING & BODYWORKS (and design)	1,050,442	10/19/1976
MAACO COLLISION REPAIR & AUTO PAINTING	3,006,015	10/11/2005
MAACO PAINT GUY LOGO	4,065,498	12/6/2011
MAACO POLARIS (and design)	2,146,176	3/24/1998
MAACO-VERS	2,575,354	6/4/2002
SPRAYGLO AUTO REFINISHING & BODY REPAIR (and design) (in color)	3,834,194	8/17/2010
UH OH BETTER GET MAACO	1,459,555	9/29/1987
AMBASSADOR <sup>2</sup>	1,448,896	7/21/1987
AMERICA'S BODYSHOP <sup>1</sup>	2,787,733	11/25/2003
AMERICA'S SMART CHOICE <sup>1</sup>	1,940,652	12/12/1995
MAACO AUTO PAINTING (stylized) <sup>1</sup>	1,008,037	4/1/1975
NORTH AMERICA'S BODYSHOP <sup>1</sup>	3,433,537	5/20/2008
POLY-LOK <sup>1</sup>	1,946,653	1/9/1996
PREP PLUS <sup>1</sup>	1,938,812	11/28/1995
PRESIDENTIAL <sup>1</sup>	1,448,895	7/21/1987
SMART CHOICE <sup>1</sup>	1,937,610	11/21/1995
SMART PACK <sup>1</sup>	2,034,247	1/28/1997
SMART VALUE <sup>1</sup>	1,974,744	5/21/1996
SUPER PACK <sup>1</sup>	2,111,535	11/11/1997
SUPREME <sup>1</sup>	1,935,667	11/14/1995
SUPREME PLUS <sup>1</sup>	1,933,300	11/7/1995
ULTRA URETHANE <sup>1</sup>	1,959,356	2/27/1996
VALUE-PREP <sup>1</sup>	1,950,930	1/23/1996

**e. Meineke Car Care Centers, LLC**

<sup>3</sup> The owner of record is MAACO Franchising, Inc. On April 30, 2013, Maaco Franchising, Inc. was converted into Maaco Franchising, LLC.

Trademark	Reg. Number	Reg. Date
M.KEY	2,803,550	1/6/2004
MEINEKE	1,207,483	9/7/1982
MEINEKE	1,241,466	6/7/1983
MEINEKE	3,017,566	11/22/2005
MEINEKE (stylized)	1,620,331	10/30/1990
MEINEKE (stylized)	1,434,915	3/31/1987
MEINEKE (stylized)	1,207,490	9/7/1982
MEINEKE (stylized)	1,610,116	8/14/1990
MEINEKE (stylized)	1,970,877	4/30/1996
MEINEKE CAR CARE CENTER	3,126,804	8/8/2006
MEINEKE CAR CARE CENTER (and design)	3,126,819	8/8/2006
MEINEKE CAR CARE CENTER (and design)	2,956,651	5/31/2005
MY MONEY. MY CHOICE. MY MEINEKE	3,886,061	12/7/2010
LIFE DOESNT ALWAYS GIVE YOU OPTIONS, MEINEKE DOES. <sup>4</sup>	3,338,640	11/20/2007
LIFE DOESNT ALWAYS GIVE YOU OPTIONS. MEINEKE DOES. <sup>1</sup>	3,673,443	8/25/2009
MINE-A-KEY (and design) <sup>1</sup>	1,191,431	3/2/1982
RIGHT SERVICE. RIGHT PRICE. <sup>1</sup>	2,979,521	7/26/2005
THUMP BOWL <sup>1</sup>	3,558,572	1/6/2009
MEINEKE (and muffler design) <sup>5</sup>	1,215,262	11/2/1982
MEINEKE DISCOUNT MUFFLERS (and design) <sup>2</sup>	1,042,467	6/29/1976
MEINEKE DISCOUNT MUFFLERS (stylized) <sup>2</sup>	2,022,824	12/17/1996

f. SBA-TLC, LLC

Trademark	Reg. Number	Reg. Date
200,000 MILES	4,695,817	3/3/2015
200,000 MILES SHOP	3,376,521	1/29/2008
DESIGN (CASTLE APPEARANCE)	2,578,539	6/11/2002
DESIGN (WIZARD CARICATURE)	1,390,713	4/22/1986
HAVE YOU MET MERLIN YET?	2,552,645	3/26/2002
MERLIN	1,025,371	11/18/1975
MERLINS	1,340,568	6/11/1985
SNUG HUGS FOR KIDS	2,558,722	4/9/2002
THE DRIVE FOR 200000	3,211,368	2/20/2007

<sup>4</sup> The owner of record is Meineke Car Care Centers, Inc. On April 30, 2013, Meineke Car Care Centers, Inc. was converted into Meineke Car Care Centers, LLC.

<sup>5</sup> The owner of record is Meineke Discount Muffler Shops, Inc. On March 5, 2003, Meineke Discount Muffler Shops, Inc. changed its name to Meineke Car Care Centers, Inc. On April 30, 2013, Meineke Car Care Centers, Inc. was converted to Meineke Car Care Centers, LLC.

WE CARE ABOUT YOU. AND YOUR CAR.	2,751,877	8/19/2003
YOU CAN GO FARTHER	4,510,443	4/8/2014
TORTAL <sup>6</sup>	4,217,777	10/2/2012
TORTAL (and design) <sup>1</sup>	4,217,830	10/2/2012
<b>Trademark Application</b>	<b>App. Number</b>	<b>App. Date</b>
200,000 MILES	86/347,866	7/25/2014

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<sup>6</sup> The owner of record is SBA-TLC, Inc. On December 29, 2012, SBA-TLC, Inc. was converted into SBA-TLC, LLC.