

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAACO FRANCHISOR SPV LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: NEW YORK		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1008037	MAACO AUTO PAINTING	
Registration Number:	1448895	PRESIDENTIAL	
Registration Number:	1448896	AMBASSADOR	
Registration Number:	1933300	SUPREME PLUS	
Registration Number:	1935667	SUPREME	
Registration Number:	1937610	SMART CHOICE	
Registration Number:	1938812	PREP PLUS	
Registration Number:	1940652	AMERICA'S SMART CHOICE	
Registration Number:	1946653	POLY-LOK	
Registration Number:	1950930	VALUE-PREP	
Registration Number:	1959356	ULTRA URETHANE	
Registration Number:	1974744	SMART VALUE	
Registration Number:	2034247	SMART PACK	
Registration Number:	2111535	SUPER PACK	
Registration Number:	2787733	AMERICA'S BODYSHOP	
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP	
Registration Number:	1050442	MAACO AUTO PAINTING & BODYWORKS	
Registration Number:	1084252	MAACO	
TRADEMARK			

CH \$790.00 1008037

Property Type	Number	Word Mark
Registration Number:	1084283	MAACO
Registration Number:	1459555	UH OH BETTER GET MAACO
Registration Number:	1480014	MAACO
Registration Number:	2146176	MAACO POLARIS
Registration Number:	2275957	MAACO
Registration Number:	2482155	IT'S MAACO FOR MAACO-VERS!
Registration Number:	2575354	MAACO-VERS
Registration Number:	2617360	COSMOLLISION
Registration Number:	2853706	MAACO
Registration Number:	3006015	MAACO COLLISION REPAIR & AUTO PAINTING
Registration Number:	3052248	SPRAYGLO
Registration Number:	3834194	SPRAYGLO AUTO REFINISHING & BODY REPAIR
Registration Number:	4065498	

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:	731016-6
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/08/2015

Total Attachments: 6
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of July 31, 2015, by and between MAACO FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700 Charlotte, NC 28202 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, 14th Floor, New York, NY 10013 Attention: Agency & Trust – Driven Brands Funding, LLC (in such capacity, the “Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 31, 2015, by and among Grantor and the other Guarantors in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 4.6(a) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of July 31, 2015, by and between Driven Brands Funding, LLC, a Delaware limited liability company, and Citibank, as Trustee and securities intermediary (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture").

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

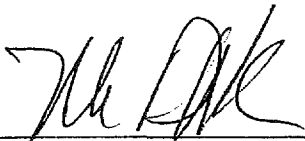
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

MAACO FRANCHISOR SPV LLC, as
Grantor

By: 



Name: Noah Pollack

Title: Executive Vice President and Secretary

[Signature Page to Notice Of Grant Of Security Interest In Trademarks – Maaco Franchisor SPV LLC (US)]

TRADEMARK
REEL: 005618 FRAME: 0382

**Schedule 1
Trademarks**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
MAACO AUTO PAINTING 	73019530	22-APR-1974	1008037	01-APR-1975	Registered
PRESIDENTIAL	73633577	04-DEC-1986	1448895	21-JUL-1987	Registered
AMBASSADOR	73633586	04-DEC-1986	1448896	21-JUL-1987	Registered
SUPREME PLUS	74618719	06-JAN-1995	1933300	07-NOV-1995	Registered
SUPREME	74618718	06-JAN-1995	1935667	14-NOV-1995	Registered
SMART CHOICE	74618717	06-JAN-1995	1937610	21-NOV-1995	Registered
PREP PLUS	74618716	06-JAN-1995	1938812	28-NOV-1995	Registered
AMERICA'S SMART CHOICE	74540905	22-JUN-1994	1940652	12-DEC-1995	Registered
POLY-LOK	74608020	07-DEC-1994	1946653	09-JAN-1996	Registered
VALUE-PREP	74618714	06-JAN-1995	1950930	23-JAN-1996	Registered
ULTRA URETHANE	74541089	22-JUN-1994	1959356	27-FEB-1996	Registered
SMART VALUE	74618715	06-JAN-1995	1974744	21-MAY-1996	Registered
SMART PACK	74605872	02-DEC-1994	2034247	28-JAN-1997	Registered
SUPER PACK	74692003	22-JUN-1995	2111535	11-NOV-1997	Registered
AMERICA'S BODYSHOP	76495230	05-MAR-2003	2787733	25-NOV-2003	Registered
NORTH AMERICA'S BODYSHOP <small>NORTH AMERICA'S BODYSHOP</small>	77263657	24-AUG-2007	3433537	20-MAY-2008	Registered
MAACO AUTO PAINTING & BODYWORKS 	73054761	11-JUN-1975	1050442	19-OCT-1976	Registered
MAACO	73131729	24-JUN-1977	1084252	31-JAN-1978	Registered
MAACO	73131730	24-JUN-1977	1084283	31-JAN-1978	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
UH OH BETTER GET MAACO	73638427	05-JAN-1987	1459555	29-SEP-1987	Registered
MAACO	73672150	15-JUL-1987	1480014	08-MAR-1988	Registered
MAACO POLARIS 	75241432	13-FEB-1997	2146176	24-MAR-1998	Registered
MAACO 	75505732	19-JUN-1998	2275957	07-SEP-1999	Registered
IT'S MAACO FOR MAACO-VERS!	76084219	05-JUL-2000	2482155	28-AUG-2001	Registered
MAACO-VERS	76084218	05-JUL-2000	2575354	04-JUN-2002	Registered
COSMOLLISION	76228264	21-MAR-2001	2617360	10-SEP-2002	Registered
MAACO 	78243907	30-APR-2003	2853706	15-JUN-2004	Registered
MAACO COLLISION REPAIR & AUTO PAINTING MAACO COLLISION REPAIR & AUTO PAINTING	78480375	08-SEP-2004	3006015	11-OCT-2005	Registered
SPRAYGLO SPRAYGLO	76585693	07-APR-2004	3052248	31-JAN-2006	Registered
SPRAYGLO AUTO REFINISHING & BODY REPAIR 	77874893	17-NOV-2009	3834194	17-AUG-2010	Registered
<i>Design Only</i>	85046234	24-MAY-2010	4065498	06-DEC-2011	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
