

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driven Brands Funding, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Driven Systems LLC		
Street Address:	440 Church Street		
Internal Address:	Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1008037	MAACO AUTO PAINTING	
Registration Number:	1207483	MEINEKE	
Registration Number:	1390713		
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
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:	8		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/02/2015		
Total Attachments: 13			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of July 31, 2015, by and between DRIVEN BRANDS FUNDING, LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignor"), and DRIVEN SYSTEMS LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office with respect to the United States Trademarks and in the Canadian Intellectual Property Office with respect to the Canadian Trademarks; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office 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), unless and until such time

that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

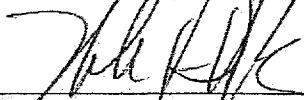
THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD 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.

This Trademark Assignment 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 TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

DRIVEN BRANDS FUNDING, LLC

By:  _____

Name: Noah Pollack

Title: Executive Vice President and Secretary

DRIVEN SYSTEMS LLC

By:  _____

Name: Noah Pollack

Title: Executive Vice President and Secretary

[Signature Page to Driven Brands Funding, LLC and Driven Systems LLC Trademark Assignment Agreement]

TRADEMARK
REEL: 005636 FRAME: 0132


**Schedule 1
Trademarks**

United States Trademarks

1. Meineke





Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE DISCOUNT MUFFLERS 	U.S. Federal	73001087	17-SEP-1973	1042467	29-JUN-1976	Registered
MINE-A-KEY 	U.S. Federal	73308108	30-APR-1981	1191431	02-MAR-1982	Registered
MEINEKE 	U.S. Federal	73348515	03-FEB-1982	1215262	02-NOV-1982	Registered
MEINEKE DISCOUNT MUFFLERS 	U.S. Federal	74563381	15-AUG-1994	2022824	17-DEC-1996	Registered
RIGHT SERVICE. RIGHT PRICE. RIGHT SERVICE. RIGHT PRICE.	U.S. Federal	78325667	10-NOV-2003	2979521	26-JUL-2005	Registered
LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES. <small>LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.</small>	U.S. Federal	77107982	15-FEB-2007	3338640	20-NOV-2007	Registered
LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES. <small>LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.</small>	U.S. Federal	77107005	14-FEB-2007	3673443	25-AUG-2009	Registered



Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE	U.S. Federal	73290800	22-DEC-1980	1207483	07-SEP-1982	Registered
MEINEKE meineke	U.S. Federal	73308109	30-APR-1981	1207490	07-SEP-1982	Registered
MEINEKE	U.S. Federal	73348514	03-FEB-1982	1241466	07-JUN-1983	Registered
MEINEKE meineke	U.S. Federal	73612185	31-JUL-1986	1434915	31-MAR-1987	Registered
MEINEKE meineke	U.S. Federal	73814147	24-JUL-1989	1610116	14-AUG-1990	Registered
MEINEKE meineke	U.S. Federal	73832087	10-OCT-1989	1620331	30-OCT-1990	Registered
MEINEKE meineke	U.S. Federal	74560937	15-AUG-1994	1970877	30-APR-1996	Registered
M.KEY	U.S. Federal	78091270	01-NOV-2001	2803550	06-JAN-2004	Registered
MEINEKE CAR CARE CENTER 	U.S. Federal	76563372	04-DEC-2003	2956651	31-MAY-2005	Registered
MEINEKE MEINEKE	U.S. Federal	78437010	17-JUN-2004	3017566	22-NOV-2005	Registered
MEINEKE CAR CARE CENTER MEINEKE CAR CARE CENTER	U.S. Federal	78705286	01-SEP-2005	3126804	08-AUG-2006	Registered
MEINEKE CAR CARE CENTER	U.S. Federal	78705702	01-SEP-2005	3126819	08-AUG-2006	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
						
MY MONEY. MY CHOICE. MY MEINEKE. MY MONEY. MY CHOICE. MY MEINEKE.	U.S. Federal	85017939	20-APR-2010	3886061	07-DEC-2010	Registered

2. Maaco

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

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
						
MAACO	U.S. Federal	73131729	24-JUN-1977	1084252	31-JAN-1978	Registered
MAACO	U.S. Federal	73131730	24-JUN-1977	1084283	31-JAN-1978	Registered
UH OH BETTER GET MAACO	U.S. Federal	73638427	05-JAN-1987	1459555	29-SEP-1987	Registered
MAACO	U.S. Federal	73672150	15-JUL-1987	1480014	08-MAR-1988	Registered
MAACO POLARIS 	U.S. Federal	75241432	13-FEB-1997	2146176	24-MAR-1998	Registered
MAACO 	U.S. Federal	75505732	19-JUN-1998	2275957	07-SEP-1999	Registered
IT'S MAACO FOR MAACO-VERS!	U.S. Federal	76084219	05-JUL-2000	2482155	28-AUG-2001	Registered
MAACO-VERS	U.S. Federal	76084218	05-JUL-2000	2575354	04-JUN-2002	Registered
COSMOLLISION	U.S. Federal	76228264	21-MAR-2001	2617360	10-SEP-2002	Registered
MAACO 	U.S. Federal	78243907	30-APR-2003	2853706	15-JUN-2004	Registered
MAACO COLLISION REPAIR & AUTO PAINTING MAACO COLLISION REPAIR & AUTO PAINTING	U.S. Federal	78480375	08-SEP-2004	3006015	11-OCT-2005	Registered
SPRAYGLO SPRAYGLO	U.S. Federal	76585693	07-APR-2004	3052248	31-JAN-2006	Registered

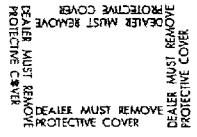
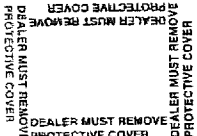
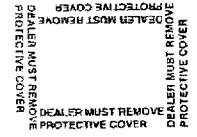
Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
SPRAYGLO AUTO REFINISHING & BODY REPAIR 	U.S. Federal	77874893	17-NOV-2009	3834194	17-AUG-2010	Registered
<i>Design Only</i> 	U.S. Federal	85046234	24-MAY-2010	4065498	06-DEC-2011	Registered




3. *Econo Lube N'Tune*

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
ECONO LUBE ECONO LUBE	U.S. Federal	77780877	14-JUL-2009	3887349	07-DEC-2010	Registered
ECONO LUBE N' TUNE ECONO LUBE N' TUNE	U.S. Federal	77780949	14-JUL-2009	3887350	07-DEC-2010	Registered
ECONO LUBE N' TUNE & BRAKES ECONO LUBE N' TUNE & BRAKES	U.S. Federal	77780958	14-JUL-2009	3887351	07-DEC-2010	Registered

4. *Drive N Style*


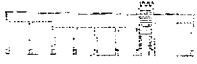
Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
AUTOQUAL USA	U.S. Federal	75622442	19-JAN-1999	2326001	07-MAR-2000	Registered
DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	75811922	30-SEP-1999	2387709	19-SEP-2000	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
						
DEALER MUST REMOVE PROTECTIVE COVER 	U.S. Federal	76020021	06-APR-2000	2641638	29-OCT-2002	Registered
DEALER MUST REMOVE PROTECTIVE COVER 	U.S. Federal	76020022	06-APR-2000	2641639	29-OCT-2002	Registered
WHEN FIRST IMPRESSIONS COUNT WHEN FIRST IMPRESSIONS COUNT	U.S. Federal	78452872	19-JUL-2004	3096649	23-MAY-2006	Registered
DRIVE-N-STYLE DRIVE-N-STYLE	U.S. Federal	78504356	22-OCT-2004	3143288	12-SEP-2006	Registered
DRIVE-N-STYLE DRIVE-N-STYLE	U.S. Federal	78504385	22-OCT-2004	3143289	12-SEP-2006	Registered
CREATE YOUR OWN SPECIAL EDITION CREATE YOUR OWN SPECIAL EDITION	U.S. Federal	78504359	22-OCT-2004	3149736	26-SEP-2006	Registered
AUTOQUAL	U.S. Federal	78413633	05-MAY-2004	3330574	06-NOV-2007	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
AUTOQUAL						
SEATPROS SEATPROS	U.S. Federal	77137298	22-MAR-2007	3347759	04-DEC-2007	Registered
AUTOQUAL AUTOQUAL	U.S. Federal	78437015	17-JUN-2004	3588917	10-MAR-2009	Registered
AUTOQUAL 	U.S. Federal	85613476	01-MAY-2012	4261276	18-DEC-2012	Registered
DRIVE N STYLE 	U.S. Federal	85613484	01-MAY-2012	4261278	18-DEC-2012	Registered
AUTOQUAL USA 1-800-940-9909 	U.S. Federal	75622441	19-JAN-1999	2331849	21-MAR-2000	Registered

5. Merlin

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
WHERE THE EXPERTS WORK Where the Experts Work	U.S. Federal	77784856	20-JUL-2009	3936276	29-MAR-2011	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MIKE'S MASTER MECHANICS Mike's Master Mechanics	U.S. Federal	77745942	27-MAY-2009	4032051	27-SEP-2011	Registered
MERLIN	U.S. Federal	73047135	19-MAR-1975	1025371	18-NOV-1975	Registered
MERLIN'S	U.S. Federal	73500728	24-SEP-1984	1340568	11-JUN-1985	Registered
<i>Design Only</i> 	U.S. Federal	73560112	25-SEP-1985	1390713	22-APR-1986	Registered
HAVE YOU MET MERLIN YET?	U.S. Federal	76298528	14-AUG-2001	2552645	26-MAR-2002	Registered
SNUG HUGS FOR KIDS	U.S. Federal	76275542	21-JUN-2001	2558722	09-APR-2002	Registered
<i>Design Only</i> 	U.S. Federal	76311040	10-SEP-2001	2578539	11-JUN-2002	Registered
WE CARE ABOUT YOU. AND YOUR CAR.	U.S. Federal	76298527	14-AUG-2001	2751877	19-AUG-2003	Registered
YOU CAN GO FARTHER YOU CAN GO FARTHER	U.S. Federal	86049076	27-AUG-2013	4510443	08-APR-2014	Registered
THE DRIVE FOR 200000 THE DRIVE FOR 200000	U.S. Federal	78875501	03-MAY-2006	3211368	20-FEB-2007	Registered
200,000 MILES SHOP 200,000 MILES SHOP	U.S. Federal	78781958	28-DEC-2005	3376521	29-JAN-2008	Registered
200,000 MILES	U.S. Federal	86347870	25-JUL-2014	4695817	03-MAR-2015	Registered





Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
200,000 MILES						


6. Driven Brands

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
DRIVENBRANDS	U.S. Federal	77209486	19-JUN-2007	3434492	27-MAY-2008	Registered
DRIVENBRANDS						

Canadian Trademarks

1. Meineke

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE	Canada	480341	04-JAN-1982	TMA289911	13-APR-1984	Registered
MEINEKE & DESIGN 	Canada	480340	01-APR-1982	TMA306205	23-AUG-1985	Registered
meineke car care centre & Design 	Canada	1227306	06-AUG-2004	TMA653265	23-NOV-2005	Registered
AUTOROUTE & DESIGN	Canada	440789	11-JUN-1979	TMA253588	05-DEC-1980	Registered
AUTOROUTE CENTRE DU SILENCIEUX & DESIGN	Canada	653213	13-MAR-1990	TMA391613	13-DEC-1991	Registered
MUFFLERCENTRE DESIGN 	Canada	399610	29-JUN-1976	TMA241258	14-MAR-1980	Registered
THRUWAY	Canada	368484	01-OCT-1973	TMA202262	04-OCT-1974	Registered
THRUWAY & DESIGN. 	Canada	440788	11-JUN-1979	TMA253587	05-DEC-1980	Registered
THRUWAY CENTRE DU	Canada	653231	13-MAR-1990	TMA411014	16-APR-1993	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
SILENCIEUX & DESIGN						
THRUWAY MUFFLERCENTRE & DESIGN	Canada	653225	13-MAR-1990	TMA382477	29-MAR-1991	Registered
THRUWAY MUFFLERCENTRE & DESIGN 	Canada	451331	17-MAR-1980	TMA259596	05-JUN-1981	Registered
THRUWAY QUICKLUBE	Canada	613306	19-AUG-1988	TMA373758	28-SEP-1990	Registered

2. *Maaco*

None.

3. *Econo Lube N'Tune*

None.

4. *Drive N Style*

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
AERO COLOURS	Canada	1282874	01-DEC-2005	TMA754268	01-DEC-2009	Registered
AUTOQUAL	Canada	1347402	07-MAY-2007	TMA741040	28-MAY-2009	Registered

5. *Merlin*

None.

6. *Driven Brands*

None.