

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Agent		12/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MAACO Franchising, Inc.
Street Address:	128 South Tryon Street, Suite 900
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3492302	MEDUSA
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP
Registration Number:	3006015	MAACO COLLISION REPAIR & AUTO PAINTING
Registration Number:	2997464	A.M.A. CAR
Registration Number:	2853706	MAACO
Registration Number:	2787733	AMERICA'S BODYSHOP
Registration Number:	2764069	
Registration Number:	2617360	COSMOLLISION
Registration Number:	2482155	IT'S MAACO FOR MAACO-VERS!
Registration Number:	2575354	MAACO-VERS
Registration Number:	2450961	SIGNATURE SERVICE
Registration Number:	2275957	MAACO
Registration Number:	2146176	MAACO POLARIS
Registration Number:	2111535	SUPER PACK

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TRADEMARK

Registration Number:	1950930	VALUE-PREP
Registration Number:	1974744	SMART VALUE
Registration Number:	1933300	SUPREME PLUS
Registration Number:	1938812	PREP PLUS
Registration Number:	1935667	SUPREME
Registration Number:	1937610	SMART CHOICE
Registration Number:	1946653	POLY-LOK
Registration Number:	2034247	SMART PACK
Registration Number:	1959356	ULTRA URETHANE
Registration Number:	1940652	AMERICA'S SMART CHOICE
Registration Number:	1610782	
Registration Number:	1610781	MAACO CERTIFIED COLLISION CENTER
Registration Number:	1480014	MAACO
Registration Number:	1459555	UH OH BETTER GET MAACO
Registration Number:	1448895	PRESIDENTIAL
Registration Number:	1448896	AMBASSADOR
Registration Number:	1084283	MAACO
Registration Number:	1084252	MAACO
Registration Number:	1050442	MAACO AUTO PAINTING & BODYWORKS
Registration Number:	1008037	MAACO AUTO PAINTING

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00463
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	12/16/2011

Total Attachments: 7
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TRADEMARK
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (the "Release") is made as of December 16, 2011 by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent ("Agent") in favor of MAACO FRANCHISING, INC. (formerly known as Maverick I Acquisition Corp.), a Delaware corporation (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") by and between Grantor and Agent, Grantor granted to Agent a security interest in substantially all of its assets, including all of its right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on October 29, 2008 at Reel 3879, Frame 0264; and

WHEREAS, Grantors have requested that Agent release its security interest in and lien on the Trademark Collateral.

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

1. Agent hereby terminates and releases its security interest in all of Grantor's right, title and interest in the Trademark Collateral, including without limitation, the Trademarks set forth on Schedule I hereto.

2. Agent agrees to take such further action as may be reasonably requested by Grantor, from time to time, at Grantor's expense, to effectuate and carry out the provision and intent of this Release.

3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest, if any, in and to the Trademark Collateral.

4. This Trademark Release shall be governed by and construed in accordance with the laws of the State of New York.

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

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: *Devesh Vallabani*
Name: Devesh Vallabani
Title: Duly Authorized Signatory

SCHEDULE I

See attached.

Trademark Registrations

Key

MAAC-MAACO Canada, Inc.
MAAI-MAACO Enterprises, Inc.

1. REGISTERED TRADEMARKS

Trademarks and Service Marks – US

Type Mark	Description	Ownership	Registration Number	Original Registration Date
Service Mark	MEDUSA	MAAI	3,492,302	08/26/08
Service Mark (Supplemental Register)	NORTH AMERICA'S BODYSHOP	MAAI	3,433,537	05/20/08
Service Mark	MAACO COLLISION REPAIR & AUTO PAINTING	MAAI	3,006,015	10/11/05
Service Mark	A.M.A. CAR	MAAI	2,997,464	09/20/05
Service Mark	MAACO	MAAI	2,853,706	06/15/04
Service Mark (Supplemental Register)	AMERICA'S BODY SHOP	MAAI	2,787,733	11/25/03
Service Mark	Design Mark of Man in Trench Coat	MAAI	2,764,069	09/16/03
Service Mark	COSMOLISSION	MAAI	2,617,360	09/10/02
Service Mark	IT'S MAACO FOR MAACO-VERS!	MAAI	2,482,155	08/28/01
Service Mark	MAACO-VERS	MAAI	2,575,354	06/04/02
Service Mark	SIGNATURE SERVICE	MAAI	2,450,961	05/15/01
Service Mark	MAACO	MAAI	2,275,957	09/07/99
Service Mark	MAACO POLARIS & Design	MAAI	2,146,176	03/24/98
Service Mark	SUPER PACK	MAAI	2,111,535	11/11/97

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Type Mark	Description	Ownership	Registration Number	Original Registration Date
Service Mark	VALUE-PREP	MAAI	1,950,930	01/23/96
Service Mark	SMART VALUE	MAAI	1,974,744	05/21/96
Service Mark	SUPREME PLUS	MAAI	1,933,300	11/07/95
Service Mark	PREP PLUS	MAAI	1,938,812	11/28/95
Service Mark	SUPREME	MAAI	1,935,667	11/14/95
Service Mark (Supplemental Register)	SMART CHOICE	MAAI	1,937,610	11/21/95
Service Mark	POLY-LOK	MAAI	1,946,653	01/09/96
Service Mark	SMART PACK	MAAI	2,034,247	01/28/97
Service Mark	ULTRA URETHANE	MAAI	1,959,356	02/27/96
Service Mark	AMERICA'S SMART CHOICE	MAAI	1,940,652	12/12/95
Service Mark	Design	MAAI	1,610,782	08/21/90
Service Mark	MAACO CERTIFIED COLLISION CENTER	MAAI	1,610,781	08/21/90
Service Mark	MAACO	MAAI	1,480,014	03/08/88
Service Mark	UH OH BETTER GET MAACO	MAAI	1,459,555	09/29/87
Service Mark	PRESIDENTIAL	MAAI	1,448,895	07/21/87
Service Mark	AMBASSADOR	MAAI	1,448,896	07/21/87
Service Mark	MAACO	MAAI	1,084,283	01/31/78
Service Mark	MAACO	MAAI	1,084,252	01/31/78
Service Mark	MAACO AUTO PAINTING & BODYWORKS & Design	MAAI	1,050,442	10/19/76
Service Mark	MAACO AUTO PAINTING	MAAI	1,008,037	04/01/75

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2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

- (A) Software License Agreement dated June 6, 1995, between Meineke Car Care Centers, Inc., and Infosynch, Inc.
- (B) Two (2) Limited License Agreements dated December 30, 1991, between Meineke Car Care Centers, Inc., Business Data Group, and Graphic World Corp.
- (C) License Agreement dated September 30, 2002, between Meineke Car Care Centers, Inc., and Source4, Integrated Business & Marketing Solutions
- (D) License Agreement dated May 2002, between Meineke Car Care Centers, Inc., and Source4 Integrated Business & Marketing Solutions
- (E) Learning Module License Agreement dated July 26, 2002, between SBA-TLC, Inc., University of the Aftermarket, and On-time training
- (F) Software License and Maintenance Agreement between Forward Development, Inc., and Meineke Car Care Centers, Inc. franchisees who purchase M.key software
- (G) License Agreement dated February 20, 1997, between Meineke Car Care Centers, Inc., and Maremont Corporation
- (H) License Agreement dated March 28, 2001, between Meineke Car Care Centers, Inc., and Art Beat
- (I) Limited License Agreement dated April 14, 1997, between Meineke Car Care Centers, Inc., and D.C. Promotions
- (J) License Agreement dated June 29, 2001, between Meineke Car Care Centers, Inc., and AARD-ALLTUF Screenprinters
- (K) License Agreement dated July 10, 2001, between Meineke Car Care Centers, Inc., and COMDA The Calendar People
- (L) License Agreement dated October 8, 2001, between Meineke Car Care Centers, Inc., and Cee-Jay Research & Sales, LLC
- (M) License Agreement dated July 14, 1995, between Meineke Car Care Centers, Inc., and Credit First National Association
- (N) License Agreement dated June 23, 2003, between Meineke Car Care Centers, Inc., and UniFirst Corporation
- (O) Master License Agreement dated October 11, 2002, between Meineke Car Care Centers, Inc., and Business Development Center BDC, S.A. (Ecuador)
- (P) Master License Agreement dated June 11, 2002, between Meineke Car Care Centers, Inc., and Alqarar Alsaeb for Car Services Company With Limited Liability (W.L.L.) (Saudia Arabia)
- (Q) Master License Agreement dated June 1, 2001, between Meineke Car Care Centers, Inc., and Pro-Tools International, C.A. (Venezuela)
- (R) Master License Agreement dated December 12, 2000, between Meineke Car Care Centers, Inc., and Operadora Mecanica Automotriz, S.A.DE C.V. (Mexico)
- (S) Master License Agreement dated December 15, 2004, between Meineke Car Care Centers, Inc., and Shanghai Guiwan Industrial Investment Co. (China)
- (T) Master Development Agreement dated July 26, 1999, between Meineke Car Care Centers, Inc., and Vitatrac, S.A. (Guatemala)
- (U) Master Development Agreement dated May 8, 1997, between Meineke Car Care Centers, Inc., and Enrique Dalet (Dominican Republic)
- (V) License Agreement dated May 30, 2003, between Meineke Car Care Centers, Inc., and Land's End
- (W) Consent to Use of Name (undated) between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (X) Consent to Use of Trade-Mark (undated) between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (Y) Consent to Use of Trade-Mark dated July 11, 2000, between Meineke Car Care Centers, Inc., and Meineke Canada Inc.

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- (Z) Consent to Use of Name dated July 11, 2000, between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (AA) Consent to Use of Trade-Mark dated 2003 between Meineke Car Care Centers, Inc., and Meineke Canada Inc.
- (BB) License Agreement between Meineke and Econo Lube relative to cobrand
- (CC) License between Econo Lube and franchisees to allow them to cobrand their facility using Meineke name
- (DD) Microsoft Software Licenses
- (EE) Software Customization and Licensing Agreement executed in 2001 between Execusys, Inc., and Meineke Car Care Centers, Inc.
- (FF) License Agreement dated February 23, 1996, between Maremont and Meineke Car Care Centers, Inc.
- (GG) License Agreement dated February 1996 between ACCU Industries, Inc., and Meineke Car Care Centers, Inc.
- (HH) License Agreement dated February 28, 1996, between Hunter Engineering and Meineke Car Care Centers, Inc.
- (II) License Agreement dated February 29, 1996, between Quest Corp. and Meineke Car Care Centers, Inc.
- (JJ) Software License Agreement dated July 31, 1991, between SSA Acquisition Corporation and Meineke Car Care Centers, Inc.
- (KK) License Agreement dated February 1, 2002, between Activant (formerly CCITRIAD) and Meineke Car Care Centers, Inc.
- (LL) Photocopy Authorization License dated December 31, 2004, between Copyright Clearance Center, Inc., and Meineke Car Care Centers, Inc.
- (MM) License Agreement dated April 26, 2004, between Mitchell Repair Information Company, LLC, and Meineke Car Care Centers, Inc.
- (NN) GeoVue Product and Services End-User License Agreement (Dated 7/1/2005)
- (OO) Master Services Agreement dated February 14, 2006 between Fluency Media, LLC and Maaco Enterprises, Inc.
- (PP) Software License Agreements for the use by franchisees of Maaco Polaris 2000.
- (QQ) Commercial Promotion Music Synchronization License dated March 1, 2008 between Southern Music Publishing Co. Inc. and Maaco Enterprises, Inc.
- (RR) Television Synchronization License dated March 1, 2008 between Jerry Bock Enterprises and Maaco Enterprises, Inc.
- (SS) Agreement dated March 1, 2008 between R & H Music on behalf of Mayerling Productions, Ltd. and Maaco Enterprises, inc.
- (TT) Lorel Marketing Group Project Description dated September 12, 2007 between Lorel Marketing Group, LLC and Maaco Enterprises, Inc.
- (UU) Letter dated July 8, 2008 between Lorel Marketing Group, LLC and Maaco Enterprises, Inc. re: Musician's Residuals Understanding.
- (VV) Thirty five (35) user licenses with Great Plains (Microsoft Dynamics) and ancillary products for accounting purposes.
- (WW) License Agreement dated January 1, 1992, between Canada and MAACO Systems, Inc., as amended.
- (XX) The attached franchise agreements.

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