

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aqua2 Acquisition, Inc.		12/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2326001	AUTOQUAL USA
Registration Number:	2331849	AUTOQUAL USA
Registration Number:	3330574	AUTOQUAL
Registration Number:	3143288	DRIVE-N-STYLE
Registration Number:	3143289	DRIVE-N-STYLE
Registration Number:	3588917	AUTOQUAL
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2641638	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2661301	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2387709	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	3347759	SEATPROS
Registration Number:	3292750	"OUR FACTORY LOOK IS THE DIFFERENCE!"
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3248206	CREATE YOUR OWN SPECIAL EDITION

CH \$390.00 2326001

Registration Number:

3096649

WHEN FIRST IMPRESSIONS COUNT

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:

12/19/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2011, is made by Aqua2 Acquisition, Inc., a Delaware corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Driven Holdings, LLC, a Delaware limited liability company (“Holdings”), Driven Acquisition Corporation, a Delaware corporation (“Initial Borrower”; Initial Borrower, together with its successors and permitted assigns, including Driven Brands (as defined therein), from and after the consummation of the Closing Date Merger (as defined therein), and each other Person who joins in the execution of the Credit Agreement and agrees to be bound as a Borrower thereby pursuant to a Borrower Joinder Agreement (as defined therein), are referred to herein individually as a “Borrower” and collectively as the “Borrowers”), the other Credit Parties, Initial Borrower, in its capacity as Borrower Representative (as defined therein), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Revolver Agent for itself and the Revolving Lenders, and as a Lender, and as Administrative Agent for the Lenders (each as defined in the Credit Agreement), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Revolver Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) the Trademarks set forth on Schedule 1 hereto (provided that no security interest shall be granted in any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed));

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral granted under this Security Agreement.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an

executed counterpart of this Trademark Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AQUA2 ACQUISITION, INC., a Delaware corporation, as Grantor

By: 

Name: Kenneth D. Walker

Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 004682 FRAME: 0792

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: Devasave Vallabhaneni
Name: Devasave Vallabhaneni
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

US Trademark, AUTOQUAL USA 1-800-940-9909, Reg. No. 2,326,001
US Trademark, AutoQual USA, Reg. No. 2,331,849
US Service Mark, AUTOQUAL, Reg. No. 3,330,574
US Service Mark, DRIVE-N-STYLE, Reg. No. 3,143,288
US Service Mark, DRIVE-N-STYLE, Reg. No. 3,143,289
US Trademark, AUTOQUAL – Reg. No. 3,588,917
US Trademark, DEALER MUST REMOVE PROTECTIVE COVER – Reg. No. 2,641,639
US Trademark, DEALER MUST REMOVE PROTECTIVE COVER – Reg. No. 2,641,638
US Trademark, DEALER MUST REMOVE PROTECTIVE COVER – Reg. No. 2,661,301
US Trademark, DEALER MUST REMOVE PROTECTIVE COVER – Reg. No. 2,387,709
US Service Mark, SEATPROS – Reg. No. 3,347,759
US Trademark, Our Factory Look is the Difference – Reg. No. 3,292,750
US Trademark, Create Your Own Special Edition – Reg. No. 3,149,736
US Trademark, Create Your Own Special Edition – Reg. No. 3,248,206
US Trademark, When First Impressions Count – Reg. No. 3,096,649