

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM297608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SprayGlo USA, Inc.		11/08/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Maaco Franchising, LLC		
Street Address:	440 S. Church St.		
Internal Address:	Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3834194	SPRAYGLO AUTO REFINISHING & BODY REPAIR	
Registration Number:	3052248	SPRAYGLO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-644-8113		
Email:	sarah.workman@drivenbrands.com		
Correspondent Name:	Sarah Workman		
Address Line 1:	440 S. Church St.		
Address Line 2:	Suite 700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	SPRAYGLO ACQUISITION		
NAME OF SUBMITTER:	Sarah Workman		
SIGNATURE:	//Sarah Workman//		
DATE SIGNED:	03/10/2014		
Total Attachments: 5			
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TRADEMARK

REEL: 005233 FRAME: 0868

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND FRANCHISE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND FRANCHISE AGREEMENT (this "Assignment" or "Agreement") is made as of this 8th day of November, 2013, by and between SprayGlo USA, Inc. a Georgia corporation with its principal place of business located at 340 Smith Street, Clayton, Georgia ("Assignor") and MAACO Franchising, LLC, a Delaware limited liability company with its principal place of business located at 440 South Church Street, Suite 700, Charlotte, North Carolina ("Assignee").

WHEREAS, Assignor and its affiliates and Assignee have entered into an Asset Purchase Agreement dated October 23, 2013 (the "Purchase Agreement") for the purchase of the assets and assumption of certain liabilities of Assignor;

WHEREAS, Assignor is the owner of all right, title and interest in the Trademarks, including the trade names, service marks associated logos and commercial symbols described in Exhibit A (the "Trademarks");

WHEREAS, on or about August 1, 2007 Assignor's predecessor in interest, Trinity Refinishers, Inc., entered into a fully and freely assignable Franchise Agreement with Ernie Moman ("Franchisee") for the operation of a SprayGlo franchise in Valdosta, Georgia ("Franchise Agreement");

WHEREAS, Assignor is currently the lawful franchisor under the Franchise Agreement;

WHEREAS, Assignor desires to assign to Assignee its rights and interests in and to the Trademarks and Franchise Agreement and Assignee desires to assume from Assignor, all right, title and interest of Assignor in and to the Trademarks and Franchise Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, agree as follows:

1. The aforementioned Recitals are true and correct statements and are incorporated into the terms of this Agreement.
2. Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Trademarks.
3. Assignee hereby assumes and agrees to perform and discharge the liabilities (as described in the Purchase Agreement) of the Assignor in the Trademarks.
4. Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Franchise Agreement.

5. Assignee hereby assumes and agrees to perform and discharge the liabilities (as described in the Purchase Agreement) of the Assignor in the Franchise Agreement.
6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.
7. This Assignment may not be modified or amended orally or by any course of conduct or usage of trade, but only by an agreement in writing duly executed by Assignor and Assignee.
8. Any waiver of a breach of any provisions of this Assignment shall be limited to the particular breach, shall not be deemed to be a continuing waiver of the same breach and shall not be deemed a waiver of any other provision of this Assignment.
9. This Assignment may be signed in one or more counterparts each of which shall be deemed an original and together shall constitute one and the same instrument.
10. All capitalized words used herein which are not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement and the Trademarks as context dictates.
11. This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Assignment shall be deemed to enlarge, reduce alter, modify or amend the terms or provisions of the Purchase Agreement or the Trademarks or the Franchise Agreement; therefore, in the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control. This Assignment shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.
12. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflict of laws provisions thereof.

[Signatures continue on following page]

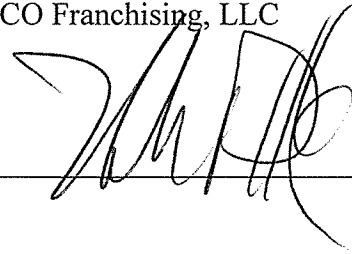
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the date first written above.

ASSIGNOR:
SprayGlo USA, Inc.

By: _____

ASSIGNEE:
MAACO Franchising, LLC

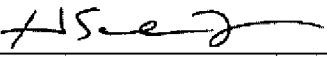
By: _____

A handwritten signature in black ink, appearing to be 'M. A. CO.', is written over the signature line for the assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the date first written above.

ASSIGNOR:
Sprayglo USA, Inc.

ASSIGNEE:
MAACO Franchising, LLC

By: 

By: _____

Signature Page to Assignment and Assumption of Trademark and Franchise Agreement

TRADEMARK
REEL: 005233 FRAME: 0872

EXHIBIT A

Word Mark **SPRAYGLO** AUTO REFINISHING & BODY REPAIR
Goods and Services IC 037. US 100 103 106. G & S: Automobile body repair and finishing for others; Automotive refinishing. FIRST USE: 19941200. FIRST USE IN COMMERCE: 20050800
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 15.01.07 - Extinguishers, fire; Paint sprayers, other; Sprayers, other
26.11.21 - Rectangles that are completely or partially shaded
26.13.14 - Quadrilateral (three or more quadrilaterals); Three or more quadrilaterals
26.13.21 - Quadrilaterals that are completely or partially shaded
Trademark Search Facility Classification Code ART-15.01 Machines for industry or agriculture; industrial installations; motors; engines; various mechanical appliances
NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters,punctuation and mathematical signs,zodiac signs,prescription marks
SHAPES-COLORS-3-OR-MORE Design listing or lined for three or more colors
SHAPES-GEOMETRIC Geometric figures and solids including squares, rectangles, quadrilaterals and polygons
Serial Number 77874893
Filing Date November 17, 2009
Registration Number 3834194

Word Mark **SPRAYGLO**
Goods and Services IC 037. US 100 103 106. G & S: automotive refinishing and body repair services. FIRST USE: 19941200. FIRST USE IN COMMERCE: 19950800
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 76585693
Filing Date April 7, 2004
Registration Number 3052248