

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBA-TLC, LLC		02/17/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
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: 9			
Property Type	Number	Word Mark	
Serial Number:	78875501	THE DRIVE FOR 200000	
Serial Number:	78781958	200,000 MILES SHOP	
Serial Number:	76311040		
Serial Number:	76298527	WE CARE ABOUT YOU. AND YOUR CAR.	
Serial Number:	76298528	HAVE YOU MET MERLIN YET?	
Serial Number:	76275542	SNUG HUGS FOR KIDS	
Serial Number:	73560112		
Serial Number:	73500728	MERLIN'S	
Serial Number:	73047135	MERLIN	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-470		
		TRADEMARK	

CH \$240.00 78875501

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	03/27/2014
Total Attachments: 5 source=Driven TSA 2-17-14#page1.tif source=Driven TSA 2-17-14#page2.tif source=Driven TSA 2-17-14#page3.tif source=Driven TSA 2-17-14#page4.tif source=Driven TSA 2-17-14#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2014, is made by SBA-TLC, LLC, a North Carolina limited liability company ("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 December 16, 2011 (as the same has been and may further 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 Brands, Inc., a Delaware corporation and successor by merger to Driven Acquisition Corporation ("Driven Brands"), the other Borrowers party thereto, the other Credit Parties party thereto, 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 dated as of December 16, 2011 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.

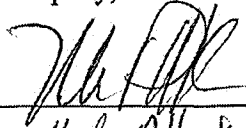
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

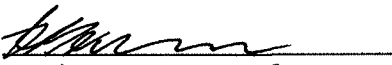
Very truly yours,

SBA-TLC, LLC, a North Carolina limited liability company, as Grantor

By: 
Name: Noah Pollack
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: *Richard B. Davidson*
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Application No.	Application Date	Registration No.	Registration Date
THE DRIVE FOR 200000	78875501	5/3/06	3211368	2/20/07
200,000 MILES SHOP	78781958	12/28/05	3376521	1/29/08
Design Only	76311040	9/10/01	2578539	6/11/02
WE CARE ABOUT YOU. AND YOUR CAR	76298527	8/14/01	2751877	8/19/03
HAVE YOU MET MERLIN YET?	76298528	8/14/01	2552645	3/26/02
SNUG HUGS FOR KIDS	76275542	6/21/01	2558722	4/9/02
Design Only	73560112	9/25/85	1390713	4/22/86
MERLIN'S	73500728	9/24/84	1340568	6/11/85
MERLIN	73047135	3/19/75	1025371	11/18/75

2. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
200,000 MILES*	85218269	1/14/11

* Provided, no lien shall be recorded with the United States Patent and Trademark Office against this trademark application until a Statement of Use has been filed and accepted.