

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338606

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAACO FRANCHISING, LLC	FORMERLY MAACO Franchising, Inc.	04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1328948	1 DAY PAINT & BODY CENTERS	
<b>Registration Number:</b>	2617360	COSMOLLISION	
<b>Registration Number:</b>	2482155	IT'S MAACO FOR MAACO-VERS!	
<b>Registration Number:</b>	1084283	MAACO	
<b>Registration Number:</b>	1084252	MAACO	
<b>Registration Number:</b>	1480014	MAACO	
<b>Registration Number:</b>	2275957	MAACO	
<b>Registration Number:</b>	2853706	MAACO	
<b>Registration Number:</b>	1050442	MAACO AUTO PAINTING & BODYWORKS	
<b>Registration Number:</b>	3006015	MAACO COLLISION REPAIR & AUTO PAINTING	
<b>Registration Number:</b>	4065498		
<b>Registration Number:</b>	2146176	MAACO POLARIS	
<b>Registration Number:</b>	2575354	MAACO-VERS	
<b>Registration Number:</b>	3834194	SPRAYGLO AUTO REFINISHING & BODY REPAIR	
<b>Registration Number:</b>	1459555	UH OH BETTER GET MAACO	
<b>Registration Number:</b>	1448896	AMBASSADOR	
<b>Registration Number:</b>	2787733	AMERICA'S BODYSHOP	
<b>Registration Number:</b>	1940652	AMERICA'S SMART CHOICE	
<b>Registration Number:</b>	1008037	MAACO AUTO PAINTING	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP
Registration Number:	1946653	POLY-LOK
Registration Number:	1938812	PREP PLUS
Registration Number:	1448895	PRESIDENTIAL
Registration Number:	1937610	SMART CHOICE
Registration Number:	2034247	SMART PACK
Registration Number:	1974744	SMART VALUE
Registration Number:	2111535	SUPER PACK
Registration Number:	1935667	SUPREME
Registration Number:	1933300	SUPREME PLUS
Registration Number:	1959356	ULTRA URETHANE
Registration Number:	1950930	VALUE-PREP

**CORRESPONDENCE DATA**

**Fax Number:** 4045725135  
*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.*  
**Phone:** 404-572-3493  
**Email:** kosborne@kslaw.com  
**Correspondent Name:** Karen Osborne, Senior Paralegal  
**Address Line 1:** 1180 Peachtree Street, N.E.  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	17514.009007
<b>NAME OF SUBMITTER:</b>	Karen Osborne
<b>SIGNATURE:</b>	//Karen Osborne//
<b>DATE SIGNED:</b>	04/17/2015

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 17, 2015 between MAACO FRANCHISING, LLC, a Delaware limited liability company (the “**Grantor**”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, RC Driven Acquisition LLC (the “**Initial Borrower**”), upon consummation of the Acquisition Agreement and assumption of the obligations of the Initial Borrower under the Loan Documents, Driven Brands, Inc. (the “**Borrower**”), Driven Holdings, LLC (“**Holdings**”), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of April 17, 2015 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of April 17, 2015 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or

symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark listed on Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall prevail.

[Signature Pages Follow]

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

MAACO FRANCHISING, LLC

By: 

Name: Stephen D. Aronson

Title: Authorized Signatory

*[Signature Page to Trademark Security Agreement (Maaco Franchising, LLC)]*

**TRADEMARK**  
**REEL: 005499 FRAME: 0943**

Acknowledged:

BARCLAYS BANK PLC,  
as Collateral Agent

By: 

Name: RITAM BHALLA  
Title: DIRECTOR

*[Signature Page to Trademark Security Agreement (Maaco Franchising, LLC)]*

**TRADEMARK**  
**REEL: 005499 FRAME: 0944**

**Schedule 1  
to Trademark Security Agreement**

**MAACO FRANCHISING, LLC**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1 DAY PAINT AND BODY CENTERS (and design)	1,328,948	4/2/1985
COSMOLLISION	2,617,360	9/10/2002
IT'S MAACO FOR MAACO-VERS!	2,482,155	8/28/2001
MAACO	1,084,283	1/31/1978
MAACO	1,084,252	1/31/1978
MAACO	1,480,014	3/8/1988
MAACO (stylized)	2,275,957	9/7/1999
MAACO (stylized) (new logo design)	2,853,706	6/15/2004
MAACO AUTO PAINTING & BODYWORKS (and design)	1,050,442	10/19/1976
MAACO COLLISION REPAIR & AUTO PAINTING	3,006,015	10/11/2005
MAACO PAINT GUY LOGO	4,065,498	12/6/2011
MAACO POLARIS (and design)	2,146,176	3/24/1998
MAACO-VERS	2,575,354	6/4/2002
SPRAYGLO AUTO REFINISHING & BODY REPAIR (and design) (in color)	3,834,194	8/17/2010
UH OH BETTER GET MAACO	1,459,555	9/29/1987
AMBASSADOR <sup>1</sup>	1,448,896	7/21/1987
AMERICA'S BODYSHOP <sup>1</sup>	2,787,733	11/25/2003
AMERICA'S SMART CHOICE <sup>1</sup>	1,940,652	12/12/1995
MAACO AUTO PAINTING (stylized) <sup>1</sup>	1,008,037	4/1/1975
NORTH AMERICA'S BODYSHOP <sup>1</sup>	3,433,537	5/20/2008
POLY-LOK <sup>1</sup>	1,946,653	1/9/1996
PREP PLUS <sup>1</sup>	1,938,812	11/28/1995
PRESIDENTIAL <sup>1</sup>	1,448,895	7/21/1987
SMART CHOICE <sup>1</sup>	1,937,610	11/21/1995

<sup>1</sup> The owner of record is MAACO Franchising, Inc. On April 30, 2013, MAACO Franchising, Inc. was converted into Maaco Franchising, LLC.

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SMART PACK <sup>1</sup>	2,034,247	1/28/1997
SMART VALUE <sup>1</sup>	1,974,744	5/21/1996
SUPER PACK <sup>1</sup>	2,111,535	11/11/1997
SUPREME <sup>1</sup>	1,935,667	11/14/1995
SUPREME PLUS <sup>1</sup>	1,933,300	11/7/1995
ULTRA URETHANE <sup>1</sup>	1,959,356	2/27/1996
VALUE-PREP <sup>1</sup>	1,950,930	1/23/1996

### U.S. TRADEMARK APPLICATIONS

None.