

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SBA-TLC, LLC		04/17/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4695817	200,000 MILES
Registration Number:	3376521	200,000 MILES SHOP
Registration Number:	2578539	
Registration Number:	1390713	
Registration Number:	2552645	HAVE YOU MET MERLIN YET?
Registration Number:	1025371	MERLIN
Registration Number:	1340568	MERLIN'S
Registration Number:	2558722	SNUG HUGS FOR KIDS
Registration Number:	3211368	THE DRIVE FOR 200000
Registration Number:	2751877	WE CARE ABOUT YOU. AND YOUR CAR.
Registration Number:	4510443	YOU CAN GO FARTHER
Registration Number:	4217777	TORTAL
Registration Number:	4217830	TORTAL
Serial Number:	86347866	200,000 MILES

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.

TRADEMARK

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

ATTORNEY DOCKET NUMBER: 17514,009007

NAME OF SUBMITTER: Karen Osborne

SIGNATURE: //Karen Osborne//

DATE SIGNED: 04/17/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 17, 2015 between SBA-TLC, LLC, a North Carolina 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.

SBA-TLC, LLC

By: 

Name: Stephen D. Aronson

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (SBA-TLC, LLC)]

TRADEMARK
REEL: 005499 FRAME: 0992

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By: 
Name: _____
Title: **RITAM BHALLA**
DIRECTOR

[Signature Page to Trademark Security Agreement (SBA-TLC, LLC)]

TRADEMARK
REEL: 005499 FRAME: 0993

**Schedule 1
to Trademark Security Agreement**

SBA-TLC, LLC

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
200,000 MILES	4,695,817	3/3/2015
200,000 MILES SHOP	3,376,521	1/29/2008
DESIGN (CASTLE APPEARANCE)	2,578,539	6/11/2002
DESIGN (WIZARD CARICATURE)	1,390,713	4/22/1986
HAVE YOU MET MERLIN YET?	2,552,645	3/26/2002
MERLIN	1,025,371	11/18/1975
MERLINS	1,340,568	6/11/1985
SNUG HUGS FOR KIDS	2,558,722	4/9/2002
THE DRIVE FOR 200000	3,211,368	2/20/2007
WE CARE ABOUT YOU. AND YOUR CAR.	2,751,877	8/19/2003
YOU CAN GO FARTHER	4,510,443	4/8/2014
TORTAL ¹	4,217,777	10/2/2012
TORTAL (and design) ¹	4,217,830	10/2/2012

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	App. Date
200,000 MILES	86/347,866	7/25/2014

¹ The owner of record is SBA-TLC, Inc. On December 29, 2012, SBA-TLC, Inc. was converted into SBA-TLC, LLC.