

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRIVE N STYLE, LLC	formerly Aqua2 Acquisition, Inc. and successor by merger to Aero-Colours, Inc.	04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE

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: 17

Property Type	Number	Word Mark
Registration Number:	1748877	AERO COLOURS
Registration Number:	1429534	AERO COLOURS
Registration Number:	3714446	AERO COLOURS AMERICA'S PAINT REPAIR SPEC
Registration Number:	3330574	AUTOQUAL
Registration Number:	3588917	AUTOQUAL
Registration Number:	4261276	AUTOQUAL
Registration Number:	2326001	AUTOQUAL USA
Registration Number:	2331849	AUTOQUAL USA
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	2387709	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2641638	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	4261278	DRIVE N STYLE
Registration Number:	3143289	DRIVE-N-STYLE
Registration Number:	3143288	DRIVE-N-STYLE
Registration Number:	3347759	SEATPROS
Registration Number:	3096649	WHEN FIRST IMPRESSIONS COUNT

CH \$440.00 1748877

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

ATTORNEY DOCKET NUMBER:	17514.009007
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	04/20/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 17, 2015 between DRIVE N STYLE, 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.

DRIVE N STYLE, LLC

By: 

Name: Stephen D. Aronson

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Drive N Style, LLC)]

TRADEMARK
REEL: 005500 FRAME: 0594

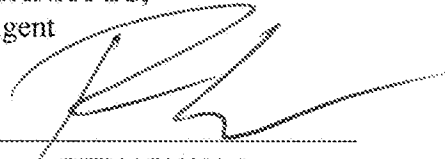
Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name:

Title:



RITAM BHALLA
DIRECTOR

[Signature Page to Trademark Security Agreement (Drive N Style, LLC)]

**Schedule 1
to Trademark Security Agreement**

DRIVE N STYLE, LLC

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
AERO COLOURS ¹	1,748,877	1/26/1993
AERO COLOURS ¹	1,429,534	2/17/1987
AERO COLOURS AMERICA'S PAINT REPAIR SPECIALISTS (and design) ¹	3,714,446	11/24/2009
AUTOQUAL ²	3,330,574	11/6/2007
AUTOQUAL ²	3,588,917	10/10/2009
AUTOQUAL (and design) ²	4,261,276	12/18/2012
AUTOQUAL USA ²	2,326,001	3/7/2000
AUTOQUAL USA (and design) ²	2,331,849	3/21/2000
CREATE YOUR OWN SPECIAL EDITION ²	3,149,736	9/26/2006
DEALER MUST REMOVE PROTECTIVE COVER (stylized) ²	2,387,709	9/19/2000
DEALER MUST REMOVE PROTECTIVE COVER (stylized) ²	2,641,639	10/29/2002
DEALER MUST REMOVE PROTECTIVE COVER (stylized) ²	2,641,638	10/29/2002
DRIVE N STYLE (and design) ²	4,261,278	12/18/2012
DRIVE-N-STYLE ²	3,143,289	9/12/2006
DRIVE-N-STYLE ²	3,143,288	9/12/2006
SEATPROS ²	3,347,759	12/4/2007
WHEN FIRST IMPRESSIONS COUNT ²	3,096,649	5/23/2006

U.S. TRADEMARK APPLICATIONS

None.

¹ The owner of record is Aero-Colours, Inc. On December 27, 2012, Aero-Colours, Inc. was merged into Aqua2 Acquisition, Inc., when then converted into Drive N Style LLC on December 29, 2012.

² The owner of record is Aqua2 Acquisition, LLC. The company has confirmed that the assignment from Aqua2 Acquisition, Inc. to Aqua2 Acquisition, LLC was incorrect and recorded in error. Aqua2 Acquisition, Inc. was converted to Drive N Style, LLC on December 29, 2012.