

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM350463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driven Systems LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MAACO Franchisor SPV LLC		
Street Address:	440 Church Street		
Internal Address:	Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1008037	MAACO AUTO PAINTING	
Registration Number:	1448895	PRESIDENTIAL	
Registration Number:	1448896	AMBASSADOR	
Registration Number:	1933300	SUPREME PLUS	
Registration Number:	1935667	SUPREME	
Registration Number:	1937610	SMART CHOICE	
Registration Number:	1938812	PREP PLUS	
Registration Number:	1940652	AMERICA'S SMART CHOICE	
Registration Number:	1946653	POLY-LOK	
Registration Number:	1950930	VALUE-PREP	
Registration Number:	1959356	ULTRA URETHANE	
Registration Number:	1974744	SMART VALUE	
Registration Number:	2034247	SMART PACK	
Registration Number:	2111535	SUPER PACK	
Registration Number:	2787733	AMERICA'S BODYSHOP	
Registration Number:	3433537	NORTH AMERICA'S BODYSHOP	
Registration Number:	1050442	MAACO AUTO PAINTING & BODYWORKS	
Registration Number:	1084252	MAACO	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1084283	MAACO
Registration Number:	1459555	UH OH BETTER GET MAACO
Registration Number:	1480014	MAACO
Registration Number:	2146176	MAACO POLARIS
Registration Number:	2275957	MAACO
Registration Number:	2482155	IT'S MAACO FOR MAACO-VERS!
Registration Number:	2575354	MAACO-VERS
Registration Number:	2617360	COSMOLLISION
Registration Number:	2853706	MAACO
Registration Number:	3006015	MAACO COLLISION REPAIR & AUTO PAINTING
Registration Number:	3052248	SPRAYGLO
Registration Number:	3834194	SPRAYGLO AUTO REFINISHING & BODY REPAIR
Registration Number:	4065498	

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	731016-85
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	08/05/2015

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of July 31, 2015, by and between DRIVEN SYSTEMS LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignor"), and MAACO FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.


DRIVEN SYSTEMS LLC

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary

MAACO FRANCHISOR SPV LLC

By: 





Name: Noah Pollack

Title: Executive Vice President and Secretary

[Signature Page to Driven Systems LLC and Maaco Franchisor SPV LLC Trademark Assignment Agreement]

**Schedule 1
Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MAACO AUTO PAINTING 	U.S. Federal	73019530	22-APR-1974	1008037	01-APR-1975	Registered
PRESIDENTIAL	U.S. Federal	73633577	04-DEC-1986	1448895	21-JUL-1987	Registered
AMBASSADOR	U.S. Federal	73633586	04-DEC-1986	1448896	21-JUL-1987	Registered
SUPREME PLUS	U.S. Federal	74618719	06-JAN-1995	1933300	07-NOV-1995	Registered
SUPREME	U.S. Federal	74618718	06-JAN-1995	1935667	14-NOV-1995	Registered
SMART CHOICE	U.S. Federal	74618717	06-JAN-1995	1937610	21-NOV-1995	Registered
PREP PLUS	U.S. Federal	74618716	06-JAN-1995	1938812	28-NOV-1995	Registered
AMERICA'S SMART CHOICE	U.S. Federal	74540905	22-JUN-1994	1940652	12-DEC-1995	Registered
POLY-LOK	U.S. Federal	74608020	07-DEC-1994	1946653	09-JAN-1996	Registered
VALUE-PREP	U.S. Federal	74618714	06-JAN-1995	1950930	23-JAN-1996	Registered
ULTRA URETHANE	U.S. Federal	74541089	22-JUN-1994	1959356	27-FEB-1996	Registered
SMART VALUE	U.S. Federal	74618715	06-JAN-1995	1974744	21-MAY-1996	Registered
SMART PACK	U.S. Federal	74605872	02-DEC-1994	2034247	28-JAN-1997	Registered
SUPER PACK	U.S. Federal	74692003	22-JUN-1995	2111535	11-NOV-1997	Registered
AMERICA'S BODYSHOP	U.S. Federal	76495230	05-MAR-2003	2787733	25-NOV-2003	Registered
NORTH AMERICA'S BODYSHOP NORTH AMERICA'S BODYSHOP	U.S. Federal	77263657	24-AUG-2007	3433537	20-MAY-2008	Registered
MAACO AUTO PAINTING & BODYWORKS 	U.S. Federal	73054761	11-JUN-1975	1050442	19-OCT-1976	Registered
MAACO	U.S. Federal	73131729	24-JUN-1977	1084252	31-JAN-1978	Registered
MAACO	U.S. Federal	73131730	24-JUN-1977	1084283	31-JAN-1978	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
UH OH BETTER GET MAACO	U.S. Federal	73638427	05-JAN-1987	1459555	29-SEP-1987	Registered
MAACO	U.S. Federal	73672150	15-JUL-1987	1480014	08-MAR-1988	Registered
MAACO POLARIS 	U.S. Federal	75241432	13-FEB-1997	2146176	24-MAR-1998	Registered
MAACO 	U.S. Federal	75505732	19-JUN-1998	2275957	07-SEP-1999	Registered
IT'S MAACO FOR MAACO-VERS!	U.S. Federal	76084219	05-JUL-2000	2482155	28-AUG-2001	Registered
MAACO-VERS	U.S. Federal	76084218	05-JUL-2000	2575354	04-JUN-2002	Registered
COSMOLLISION	U.S. Federal	76228264	21-MAR-2001	2617360	10-SEP-2002	Registered
MAACO 	U.S. Federal	78243907	30-APR-2003	2853706	15-JUN-2004	Registered
MAACO COLLISION REPAIR & AUTO PAINTING 	U.S. Federal	78480375	08-SEP-2004	3006015	11-OCT-2005	Registered
SPRAYGLO SPRAYGLO	U.S. Federal	76585693	07-APR-2004	3052248	31-JAN-2006	Registered
SPRAYGLO AUTO REFINISHING & BODY REPAIR 	U.S. Federal	77874893	17-NOV-2009	3834194	17-AUG-2010	Registered
Design Only	U.S. Federal	85046234	24-MAY-2010	4065498	06-DEC-2011	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
