

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Driven Brands Funding, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1-800-Radiator Franchisor SPV LLC		
<b>Street Address:</b>	440 Church Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2638521	1-800-RADIATOR	
<b>Registration Number:</b>	3310529	1-800-RADIATOR	
<b>Registration Number:</b>	3334159	CALL ON THE LEADER	
<b>Registration Number:</b>	3337961	1-800-RADIATOR	
<b>Registration Number:</b>	3384922	WIZMO	
<b>Registration Number:</b>	3439036	THE RADIATOR HOTLINE	
<b>Registration Number:</b>	3505925	LLAME AL LÍDER	
<b>Registration Number:</b>	3662746	1-800-RADIADOR	
<b>Registration Number:</b>	4109074	AUTO PARTS TODAY	
<b>Registration Number:</b>	4504507	1-800-RADIATOR & A/C	
<b>Registration Number:</b>	4528319	1-800-RADIATOR & A/C	
<b>Registration Number:</b>	4474310	1-800 ALLPARTS	
<b>Registration Number:</b>	4585752	1-800 ALLPARTS	
<b>Registration Number:</b>	3324638	1 800 RADIATOR	
<b>Registration Number:</b>	3662745	1 800 RADIADOR	
<b>Registration Number:</b>	4389496	1-800 ALL-PARTS	
<b>Registration Number:</b>	4395736	AUTO PARTS NOW	

CH \$440.00 2638521

**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:** 731016-55**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 BRANDS FUNDING, LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignor"), and 1-800-RADIATOR 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 with respect to the United States Trademarks and in the Canadian Intellectual Property Office with respect to the Canadian Trademarks; 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.

*[Remainder of this page intentionally left blank]*

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

DRIVEN BRANDS FUNDING, LLC

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary

1-800-RADIATOR FRANCHISOR SPV LLC

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary

*[Signature Page to Driven Brands Funding, LLC and 1-800-Radiator Franchisor SPV LLC Trademark Assignment Agreement]*


**TRADEMARK  
REEL: 005594 FRAME: 0399**

**Schedule 1  
Trademarks**


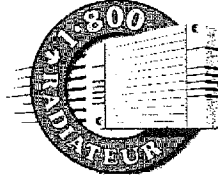
**United States Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
THE RADIATOR HOTLINE	U.S. Federal	74333080	20-NOV-1992	09-AUG-1994	1849670	Registered
1-800-RADIATOR	U.S. Federal	76192896	11-JAN-2001	2638521	22-OCT-2002	Registered
1-800-RADIATOR  1-800-RADIATOR	U.S. Federal	77017578	10-OCT-2006	3310529	16-OCT-2007	Registered
CALL ON THE LEADER  CALL ON THE LEADER	U.S. Federal	77118355	28-FEB-2007	3334159	13-NOV-2007	Registered
1-800-RADIATOR 	U.S. Federal	77017615	10-OCT-2006	3337961	20-NOV-2007	Registered
WIZMO  WIZMO	U.S. Federal	77215674	26-JUN-2007	3384922	19-FEB-2008	Registered
THE RADIATOR HOTLINE  THE RADIATOR HOTLINE	U.S. Federal	77118386	28-FEB-2007	3439036	03-JUN-2008	Registered
LLAME AL LÍDER  Llame al líder	U.S. Federal	77118532	28-FEB-2007	3505925	23-SEP-2008	Registered
1-800-RADIADOR 	U.S. Federal	77513519	02-JUL-2008	3662746	04-AUG-2009	Registered
AUTO PARTS TODAY  AUTO PARTS TODAY	U.S. Federal	77489122	02-JUN-2008	4109074	06-MAR-2012	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
1-800-RADIATOR & A/C 1-800-RADIATOR & A/C	U.S. Federal	85966454	21-JUN-2013	4504507	01-APR-2014	Registered
1-800-RADIATOR & A/C 	U.S. Federal	85966447	21-JUN-2013	4528319	13-MAY-2014	Registered
1-800 ALLPARTS 1-800 ALLPARTS	U.S. Federal	85942020	24-MAY-2013	4474310	28-JAN-2014	Registered
1-800 ALLPARTS 1-800 ALLPARTS	U.S. Federal	85969333	25-JUN-2013	4585752	12-AUG-2014	Registered
1 800 RADIATOR 	U.S. Federal	78956998	21-AUG-2006	3324638	30-OCT-2007	Registered
1 800 RADIADOR 	U.S. Federal	77513509	02-JUL-2008	3662745	04-AUG-2009	Registered
1-800 ALL-PARTS 1-800 <b>ALL-PARTS</b>	U.S. Federal	85714194	27-AUG-2012	4389496	20-AUG-2013	Registered
AUTO PARTS NOW 	U.S. Federal	85830071	23-JAN-2013	4395736	3-SEP-2013	Registered
AUTO PARTS NOW	California	Not available	22-JAN-2013	68662	18-JUL-2013	Registered

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

**Canadian Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
1 800 radiator & design 	Canada	1322764	02-NOV-2006	TMA703695	21-DEC-2007	Registered
1-800-RADIATEUR	Canada	1428781	24-FEB-2009	TMA767274	19-MAY-2010	Registered
1-800-RADIATEUR & CIRCLE Design 	Canada	1428782	24-FEB-2009	TMA773892	06-AUG-2010	Registered
1-800-RADIATOR	Canada	1322758	02-NOV-2006	TMA703125	13-DEC-2007	Registered
1-800-RADIATOR	Canada	1296485	03-APR-2006	TMA738006	15-APR-2009	Registered