

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350452

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:	Drive N Style 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: 14			
Property Type	Number	Word Mark	
Registration Number:	2326001	AUTOQUAL USA	
Registration Number:	2387709	DEALER MUST REMOVE PROTECTIVE COVER	
Registration Number:	2641638	DEALER MUST REMOVE PROTECTIVE COVER	
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER	
Registration Number:	3096649	WHEN FIRST IMPRESSIONS COUNT	
Registration Number:	3143288	DRIVE-N-STYLE	
Registration Number:	3143289	DRIVE-N-STYLE	
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION	
Registration Number:	3330574	AUTOQUAL	
Registration Number:	3347759	SEATPROS	
Registration Number:	3588917	AUTOQUAL	
Registration Number:	4261276	AUTOQUAL	
Registration Number:	4261278	DRIVE N STYLE	
Registration Number:	2331849	AUTOQUAL USA	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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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:	731016-65
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 DRIVE N STYLE 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 SYSTEMS LLC

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary

DRIVE N STYLE FRANCHISOR SPV LLC

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary


[Signature Page to Driven Systems LLC and Drive N Style Franchisor SPV LLC Trademark Assignment Agreement]

TRADEMARK
REEL: 005594 FRAME: 0486

**Schedule 1
Trademarks**

United States Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
AUTOQUAL USA	U.S. Federal	75622442	19-JAN-1999	2326001	07-MAR-2000	Registered
DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	75811922	30-SEP-1999	2387709	19-SEP-2000	Registered
DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	76020021	06-APR-2000	2641638	29-OCT-2002	Registered
DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER	U.S. Federal	76020022	06-APR-2000	2641639	29-OCT-2002	Registered
WHEN FIRST IMPRESSIONS COUNT WHEN FIRST IMPRESSIONS COUNT	U.S. Federal	78452872	19-JUL-2004	3096649	23-MAY-2006	Registered
DRIVE-N-STYLE DRIVE-N-STYLE	U.S. Federal	78504356	22-OCT-2004	3143288	12-SEP-2006	Registered
DRIVE-N-STYLE DRIVE-N-STYLE	U.S. Federal	78504385	22-OCT-2004	3143289	12-SEP-2006	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
CREATE YOUR OWN SPECIAL EDITION CREATE YOUR OWN SPECIAL EDITION	U.S. Federal	78504359	22-OCT-2004	3149736	26-SEP-2006	Registered
AUTOQUAL AUTOQUAL	U.S. Federal	78413633	05-MAY-2004	3330574	06-NOV-2007	Registered
SEATPROS SEATPROS	U.S. Federal	77137298	22-MAR-2007	3347759	04-DEC-2007	Registered
AUTOQUAL AUTOQUAL	U.S. Federal	78437015	17-JUN-2004	3588917	10-MAR-2009	Registered
AUTOQUAL 	U.S. Federal	85613476	01-MAY-2012	4261276	18-DEC-2012	Registered
DRIVE N STYLE 	U.S. Federal	85613484	01-MAY-2012	4261278	18-DEC-2012	Registered
AUTOQUAL USA 1-800- 940-9909 	U.S. Federal	75622441	19-JAN-1999	2331849	21-MAR-2000	Registered

Canadian Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
AERO COLOURS	Canada	1282874	01-DEC-2005	TMA754268	01-DEC-2009	Registered
AUTOQUAL	Canada	1347402	07-MAY-2007	TMA741040	28-MAY-2009	Registered