

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meineke Franchisor SPV LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: NEW YORK		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1042467	MEINEKE DISCOUNT MUFFLERS	
Registration Number:	1191431	MINE-A-KEY	
Registration Number:	1215262	MEINEKE	
Registration Number:	2022824	MEINEKE DISCOUNT MUFFLERS	
Registration Number:	2979521	RIGHT SERVICE. RIGHT PRICE.	
Registration Number:	3338640	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. ME	
Registration Number:	3673443	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. ME	
Registration Number:	1207483	MEINEKE	
Registration Number:	1207490	MEINEKE	
Registration Number:	1241466	MEINEKE	
Registration Number:	1434915	MEINEKE	
Registration Number:	1610116	MEINEKE	
Registration Number:	1620331	MEINEKE	
Registration Number:	1970877	MEINEKE	
Registration Number:	2803550	M.KEY	
Registration Number:	2956651	MEINEKE CAR CARE CENTER	
Registration Number:	3017566	MEINEKE	
Registration Number:	3126804	MEINEKE CAR CARE CENTER	
Registration Number:	3126819	MEINEKE CAR CARE CENTER	
TRADEMARK			

CH \$515.00 1042467

Property Type	Number	Word Mark
Registration Number:	3886061	MY MONEY. MY CHOICE. MY MEINEKE.

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:	731016-3
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/08/2015

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of July 31, 2015, by and between MEINEKE FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700 Charlotte, NC 28202 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, 14th Floor, New York, NY 10013 Attention: Agency & Trust – Driven Brands Funding, LLC (in such capacity, the "Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 31, 2015, by and among Grantor and the other Guarantors in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4.6(a) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO 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), *provided that* at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of July 31, 2015, by and between Driven Brands Funding, LLC, a Delaware limited liability company, and Citibank, as Trustee and securities intermediary (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture").

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

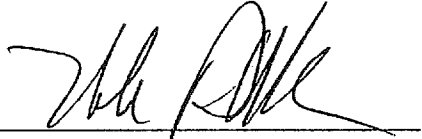
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE 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.

4. This Notice 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 NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

MEINEKE FRANCHISOR SPV LLC, as
Grantor

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary

[Signature Page to Notice Of Grant Of Security Interest In Trademarks – Meineke Franchisor SPV LLC (US)]

TRADEMARK
REEL: 005618 FRAME: 0336

**Schedule 1
Trademarks**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE DISCOUNT MUFFLERS 	73001087	17-SEP-1973	1042467	29-JUN-1976	Registered
MINE-A-KEY 	73308108	30-APR-1981	1191431	02-MAR-1982	Registered
MEINEKE 	73348515	03-FEB-1982	1215262	02-NOV-1982	Registered
MEINEKE DISCOUNT MUFFLERS 	74563381	15-AUG-1994	2022824	17-DEC-1996	Registered
RIGHT SERVICE. RIGHT PRICE. RIGHT SERVICE. RIGHT PRICE.	78325667	10-NOV-2003	2979521	26-JUL-2005	Registered
LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES. <small>LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.</small>	77107982	15-FEB-2007	3338640	20-NOV-2007	Registered
LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES. <small>LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.</small>	77107005	14-FEB-2007	3673443	25-AUG-2009	Registered
MEINEKE	73290800	22-DEC-1980	1207483	07-SEP-1982	Registered
MEINEKE	73308109	30-APR-1981	1207490	07-SEP-1982	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
meineke					
MEINEKE	73348514	03-FEB-1982	1241466	07-JUN-1983	Registered
MEINEKE	73612185	31-JUL-1986	1434915	31-MAR-1987	Registered
meineke					
MEINEKE	73814147	24-JUL-1989	1610116	14-AUG-1990	Registered
meineke					
MEINEKE	73832087	10-OCT-1989	1620331	30-OCT-1990	Registered
meineke					
MEINEKE	74560937	15-AUG-1994	1970877	30-APR-1996	Registered
meineke					
M.KEY	78091270	01-NOV-2001	2803550	06-JAN-2004	Registered
MEINEKE CAR CARE CENTER	76563372	04-DEC-2003	2956651	31-MAY-2005	Registered
					
MEINEKE	78437010	17-JUN-2004	3017566	22-NOV-2005	Registered
MEINEKE					
MEINEKE CAR CARE CENTER	78705286	01-SEP-2005	3126804	08-AUG-2006	Registered
MEINEKE CAR CARE CENTER					
MEINEKE CAR CARE CENTER	78705702	01-SEP-2005	3126819	08-AUG-2006	Registered
					

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
MY MONEY. MY CHOICE. MY MEINEKE. MY MONEY. MY CHOICE. MY MEINEKE.	85017939	20-APR-2010	3886061	07-DEC-2010	Registered