

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM354306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
I-800-RADIATOR FRANCHISOR SPV LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Association: NEW YORK		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1849670	THE RADIATOR HOTLINE	
<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	
<b>TRADEMARK</b>			

CH \$465.00 1849670

**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:** 731016-5**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 1-800-RADIATOR 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.

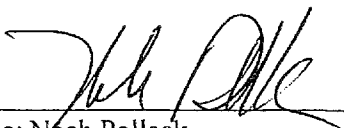
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE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

1-800-RADIATOR FRANCHISOR SPV  
LLC, as Grantor

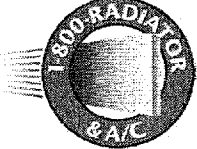
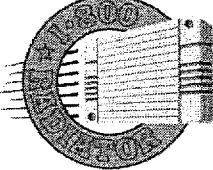
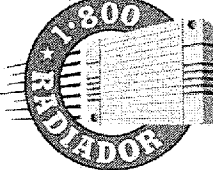

By:   
Name: Noah Pollack  
Title: Executive Vice President and Secretary

*[Signature Page to Notice Of Grant Of Security Interest In Trademarks – 1-800-Radiator Franchisor SPV LLC  
(US)]*

**TRADEMARK**  
**REEL: 005618 FRAME: 0374**

**Schedule 1  
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
1-800-RADIATOR & A/C	U.S. Federal	85966454	21-JUN-2013	4504507	01-APR-2014	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	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
