TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Driven Brands Funding, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	1-800-Radiator Franchisor SPV LLC
Street Address:	440Church Street
Internal Address:	Suite 700
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1849670	THE RADIATOR HOTLINE
Registration Number:	2638521	1-800-RADIATOR
Registration Number:	3310529	1-800-RADIATOR
Registration Number:	3334159	CALL ON THE LEADER
Registration Number:	3337961	1-800-RADIATOR
Registration Number:	3384922	WIZMO
Registration Number:	3439036	THE RADIATOR HOTLINE
Registration Number:	3505925	LLAME AL LÍDER
Registration Number:	3662746	1-800-RADIADOR
Registration Number:	4109074	AUTO PARTS TODAY
Registration Number:	4504507	1-800-RADIATOR & A/C
Registration Number:	4528319	1-800-RADIATOR & A/C
Registration Number:	4474310	1-800 ALLPARTS
Registration Number:	4585752	1-800 ALLPARTS
Registration Number:	3324638	1 800 RADIATOR
Registration Number:	3662745	1 800 RADIADOR
Registration Number:	4389496	1-800 ALL-PARTS

CH $465.00 1849670

Property Type	Number	Word Mark
Registration Number:	4395736	AUTO PARTS NOW

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:	731016-9
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/08/2015

Total Attachments: 6
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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the "Notice"), is made and entered into as of July 31, 2015, by DRIVEN BRANDS FUNDING, LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Grantor"), in favor of 1-800-RADIATOR FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Secured Party") (collectively referred to as the "Parties").

WHEREAS, Grantor is the owner of the United States and Canadian trademarks and service marks, including the associated registrations and applications for registration, set forth on 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 Contribution Agreement between the Parties of even date herewith (the "Agreement"), Grantor granted a security interest in certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks and all products and proceeds of the foregoing, 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 proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relate to the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") with respect to the United States Trademarks and with the Canadian Intellectual Property Office ("CIPO") with respect to the Canadian Trademarks to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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 Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired to secure such loan in the aggregate value of the Contribution Assets, *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 contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the PTO 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

TRADEMARK
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contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

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

The Parties intend that this Notice 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 Secured Party's contingent 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 provide notice of the contingent security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO and CIPO to file and record the same together with the annexed Schedule 1.

Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.

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.

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 BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

DRIVEN BRANDS FUNDING, LLC

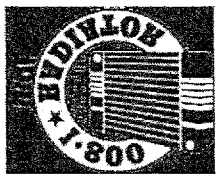
By: _____

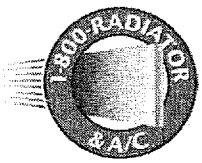
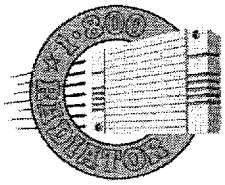
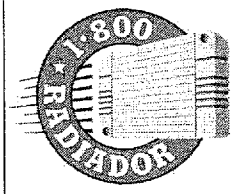
Name: Noah Pollack
Title: Executive Vice President and Secretary

[Signature Page to Back-up Security Interest in Trademarks (Issuer to Radiator Franchisor)]

Schedule 1
Trademarks

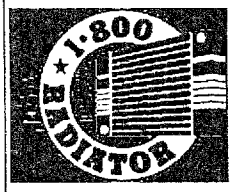
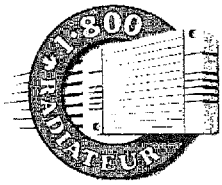
United States Trademarks

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 ALL-PARTS	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
AUTO PARTS NOW						

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