

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354324

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 Systems LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Meineke 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: 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

CH \$515.00 1042467

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3126804	MEINEKE CAR CARE CENTER
Registration Number:	3126819	MEINEKE CAR CARE CENTER
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:	731016-11
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	09/08/2015

Total Attachments: 7

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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 SYSTEMS LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Grantor"), in favor of MEINEKE 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

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 SYSTEMS LLC

By: _____


Name: Noah Pollack





Title: Executive Vice President and Secretary

[Signature Page to Back-up Security Interest in Trademarks (Driven Systems to Meineke Franchisor)]


TRADEMARK
REEL: 005618 FRAME: 0496

**Schedule I
Trademarks**





United States Trademarks


Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE DISCOUNT MUFFLERS 	U.S. Federal	73001087	17-SEP-1973	1042467	29-JUN-1976	Registered
MINE-A-KEY 	U.S. Federal	73308108	30-APR-1981	1191431	02-MAR-1982	Registered
MEINEKE 	U.S. Federal	73348515	03-FEB-1982	1215262	02-NOV-1982	Registered
MEINEKE DISCOUNT MUFFLERS 	U.S. Federal	74563381	15-AUG-1994	2022824	17-DEC-1996	Registered
RIGHT SERVICE. RIGHT PRICE. RIGHT SERVICE. RIGHT PRICE.	U.S. Federal	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>	U.S. Federal	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>	U.S. Federal	77107005	14-FEB-2007	3673443	25-AUG-2009	Registered
MEINEKE	U.S. Federal	73290800	22-DEC-1980	1207483	07-SEP-1982	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE meineke	U.S. Federal	73308109	30-APR-1981	1207490	07-SEP-1982	Registered
MEINEKE	U.S. Federal	73348514	03-FEB-1982	1241466	07-JUN-1983	Registered
MEINEKE meineke	U.S. Federal	73612185	31-JUL-1986	1434915	31-MAR-1987	Registered
MEINEKE meineke	U.S. Federal	73814147	24-JUL-1989	1610116	14-AUG-1990	Registered
MEINEKE meineke	U.S. Federal	73832087	10-OCT-1989	1620331	30-OCT-1990	Registered
MEINEKE meineke	U.S. Federal	74560937	15-AUG-1994	1970877	30-APR-1996	Registered
M.KEY	U.S. Federal	78091270	01-NOV-2001	2803550	06-JAN-2004	Registered
MEINEKE CAR CARE CENTER 	U.S. Federal	76563372	04-DEC-2003	2956651	31-MAY-2005	Registered
MEINEKE MEINEKE	U.S. Federal	78437010	17-JUN-2004	3017566	22-NOV-2005	Registered
MEINEKE CAR CARE CENTER MEINEKE CAR CARE CENTER	U.S. Federal	78705286	01-SEP-2005	3126804	08-AUG-2006	Registered
MEINEKE CAR CARE CENTER	U.S. Federal	78705702	01-SEP-2005	3126819	08-AUG-2006	Registered

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

Canadian Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE	Canada	480341	04-JAN-1982	TMA289911	13-APR-1984	Registered
MEINEKE & DESIGN 	Canada	480340	01-APR-1982	TMA306205	23-AUG-1985	Registered
meineke car care centre & Design 	Canada	1227306	06-AUG-2004	TMA653265	23-NOV-2005	Registered
AUTOROUTE & DESIGN	Canada	440789	11-JUN-1979	TMA253588	05-DEC-1980	Registered
AUTOROUTE CENTRE DU SILENCIEUX & DESIGN	Canada	653213	13-MAR-1990	TMA391613	13-DEC-1991	Registered
MUFFLERCENTRE DESIGN 	Canada	399610	29-JUN-1976	TMA241258	14-MAR-1980	Registered
THRUWAY	Canada	368484	01-OCT-1973	TMA202262	04-OCT-1974	Registered
THRUWAY & DESIGN. 	Canada	440788	11-JUN-1979	TMA253587	05-DEC-1980	Registered
THRUWAY CENTRE DU SILENCIEUX & DESIGN	Canada	653231	13-MAR-1990	TMA411014	16-APR-1993	Registered
THRUWAY MUFFLERCENTRE & DESIGN	Canada	653225	13-MAR-1990	TMA382477	29-MAR-1991	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
THRUWAY MUFFLERCENTRE & DESIGN 	Canada	451331	17-MAR-1980	TMA259596	05-JUN-1981	Registered
THRUWAY QUICKLUBE	Canada	613306	19-AUG-1988	TMA373758	28-SEP-1990	Registered