

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merlin Franchisor SPV LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3936276	WHERE THE EXPERTS WORK	
Registration Number:	4032051	MIKE'S MASTER MECHANICS	
Registration Number:	1025371	MERLIN	
Registration Number:	1340568	MERLIN'S	
Registration Number:	1390713		
Registration Number:	2552645	HAVE YOU MET MERLIN YET?	
Registration Number:	2558722	SNUG HUGS FOR KIDS	
Registration Number:	2578539		
Registration Number:	2751877	WE CARE ABOUT YOU. AND YOUR CAR.	
Registration Number:	4510443	YOU CAN GO FARTHER	
Registration Number:	3211368	THE DRIVE FOR 200000	
Registration Number:	3376521	200,000 MILES SHOP	
Registration Number:	4695817	200,000 MILES	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>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.</i>			

CH \$340.00 3936276

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: 731016-4

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 09/08/2015

Total Attachments: 5

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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 MERLIN 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.

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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.

MERLIN FRANCHISOR SPV LLC, as
Grantor

By: _____


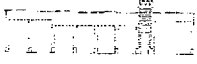

Name: Noah Pollack

Title: Executive Vice President and Secretary

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

TRADEMARK
REEL: 005620 FRAME: 0157

**Schedule 1
Trademarks**

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
WHERE THE EXPERTS WORK Where the Experts Work	77784856	20-JUL-2009	3936276	29-MAR-2011	Registered
MIKE'S MASTER MECHANICS Mike's Master Mechanics	77745942	27-MAY-2009	4032051	27-SEP-2011	Registered
MERLIN	73047135	19-MAR-1975	1025371	18-NOV-1975	Registered
MERLIN'S	73500728	24-SEP-1984	1340568	11-JUN-1985	Registered
<i>Design Only</i> 	73560112	25-SEP-1985	1390713	22-APR-1986	Registered
HAVE YOU MET MERLIN YET?	76298528	14-AUG-2001	2552645	26-MAR-2002	Registered
SNUG HUGS FOR KIDS	76275542	21-JUN-2001	2558722	09-APR-2002	Registered
<i>Design Only</i> 	76311040	10-SEP-2001	2578539	11-JUN-2002	Registered
WE CARE ABOUT YOU. AND YOUR CAR.	76298527	14-AUG-2001	2751877	19-AUG-2003	Registered
YOU CAN GO FARTHER YOU CAN GO FARTHER	86049076	27-AUG-2013	4510443	08-APR-2014	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
THE DRIVE FOR 200000 THE DRIVE FOR 200000	78875501	03-MAY-2006	3211368	20-FEB-2007	Registered
200,000 MILES SHOP 200,000 MILES SHOP	78781958	28-DEC-2005	3376521	29-JAN-2008	Registered
200,000 MILES 200,000 MILES	86347870	25-JUL-2014	4695817	03-MAR-2015	Registered