

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357162

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:	MAACO 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: 1			
Property Type	Number	Word Mark	
Registration Number:	1940652	AMERICA'S SMART CHOICE	
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>			
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:	4		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/02/2015		
Total Attachments: 6			
source=10-1-15 Driven Systems-MAACO correction 4-TM#page1.tif			
source=10-1-15 Driven Systems-MAACO correction 4-TM#page2.tif			
source=10-1-15 Driven Systems-MAACO correction 4-TM#page3.tif			

CH \$40.00 1940652

source=10-1-15 Driven Systems-MAACO correction 4-TM#page4.tif

source=10-1-15 Driven Systems-MAACO correction 4-TM#page5.tif

source=10-1-15 Driven Systems-MAACO correction 4-TM#page6.tif

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 MAACO 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 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") 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 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 Maaco Franchisor)]

**Schedule 1
Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MAACO AUTO PAINTING 	U.S. Federal	73019530	22-APR-1974	1008037	01-APR-1975	Registered
PRESIDENTIAL	U.S. Federal	73633577	04-DEC-1986	1448895	21-JUL-1987	Registered
AMBASSADOR	U.S. Federal	73633586	04-DEC-1986	1448896	21-JUL-1987	Registered
SUPREME PLUS	U.S. Federal	74618719	06-JAN-1995	1933300	07-NOV-1995	Registered
SUPREME	U.S. Federal	74618718	06-JAN-1995	1935667	14-NOV-1995	Registered
SMART CHOICE	U.S. Federal	74618717	06-JAN-1995	1937610	21-NOV-1995	Registered
PREP PLUS	U.S. Federal	74618716	06-JAN-1995	1938812	28-NOV-1995	Registered
AMERICA'S SMART CHOICE	U.S. Federal	74540905	22-JUN-1994	1940652	12-DEC-1995	Registered
POLY-LOK	U.S. Federal	74608020	07-DEC-1994	1946653	09-JAN-1996	Registered
VALUE-PREP	U.S. Federal	74618714	06-JAN-1995	1950930	23-JAN-1996	Registered
ULTRA URETHANE	U.S. Federal	74541089	22-JUN-1994	1959356	27-FEB-1996	Registered
SMART VALUE	U.S. Federal	74618715	06-JAN-1995	1974744	21-MAY-1996	Registered
SMART PACK	U.S. Federal	74605872	02-DEC-1994	2034247	28-JAN-1997	Registered
SUPER PACK	U.S. Federal	74692003	22-JUN-1995	2111535	11-NOV-1997	Registered
AMERICA'S BODYSHOP	U.S. Federal	76495230	05-MAR-2003	2787733	25-NOV-2003	Registered
NORTH AMERICA'S BODYSHOP NORTH AMERICA'S BODYSHOP	U.S. Federal	77263657	24-AUG-2007	3433537	20-MAY-2008	Registered
MAACO AUTO PAINTING & BODYWORKS 	U.S. Federal	73054761	11-JUN-1975	1050442	19-OCT-1976	Registered
MAACO	U.S. Federal	73131729	24-JUN-1977	1084252	31-JAN-1978	Registered
MAACO	U.S. Federal	73131730	24-JUN-1977	1084283	31-JAN-1978	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
UH OH BETTER GET MAACO	U.S. Federal	73638427	05-JAN-1987	1459555	29-SEP-1987	Registered
MAACO	U.S. Federal	73672150	15-JUL-1987	1480014	08-MAR-1988	Registered
MAACO POLARIS 	U.S. Federal	75241432	13-FEB-1997	2146176	24-MAR-1998	Registered
MAACO 	U.S. Federal	75505732	19-JUN-1998	2275957	07-SEP-1999	Registered
IT'S MAACO FOR MAACO-VERS!	U.S. Federal	76084219	05-JUL-2000	2482155	28-AUG-2001	Registered
MAACO-VERS	U.S. Federal	76084218	05-JUL-2000	2575354	04-JUN-2002	Registered
COSMOLLISION	U.S. Federal	76228264	21-MAR-2001	2617360	10-SEP-2002	Registered
MAACO 	U.S. Federal	78243907	30-APR-2003	2853706	15-JUN-2004	Registered
MAACO COLLISION REPAIR & AUTO PAINTING MAACO COLLISION REPAIR & AUTO PAINTING	U.S. Federal	78480375	08-SEP-2004	3006015	11-OCT-2005	Registered
SPRAYGLO SPRAYGLO	U.S. Federal	76585693	07-APR-2004	3052248	31-JAN-2006	Registered
SPRAYGLO AUTO REFINISHING & BODY REPAIR 	U.S. Federal	77874893	17-NOV-2009	3834194	17-AUG-2010	Registered
Design Only	U.S. Federal	85046234	24-MAY-2010	4065498	06-DEC-2011	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
