

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drive N Style 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER	
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:	5		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/02/2015		
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 DRIVE N STYLE 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 I.

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.

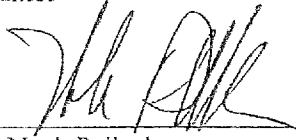
4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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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.

DRIVE N STYLE 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 – Drive N Style Franchisor SPV LLC (US)]

TRADEMARK
REEL: 005636 FRAME: 0072

Schedule 1
Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
AUTOQUAL USA	75622442	19-JAN-1999	2326001	07-MAR-2000	Registered
DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER	75811922	30-SEP-1999	2387709	19-SEP-2000	Registered
DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER	76020021	06-APR-2000	2641638	29-OCT-2002	Registered
DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER DEALER MUST REMOVE PROTECTIVE COVER	76020022	06-APR-2000	2641639	29-OCT-2002	Registered
WHEN FIRST IMPRESSIONS COUNT WHEN FIRST IMPRESSIONS COUNT	78452872	19-JUL-2004	3096649	23-MAY-2006	Registered
DRIVE-N-STYLE DRIVE-N-STYLE	78504356	22-OCT-2004	3143288	12-SEP-2006	Registered
DRIVE-N-STYLE DRIVE-N-STYLE	78504385	22-OCT-2004	3143289	12-SEP-2006	Registered
CREATE YOUR OWN	78504359	22-OCT-2004	3149736	26-SEP-2006	Registered

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
SPECIAL EDITION CREATE YOUR OWN SPECIAL EDITION					
AUTOQUAL AUTOQUAL	78413633	05-MAY-2004	3330574	06-NOV-2007	Registered
SEATPROS SEATPROS	77137298	22-MAR-2007	3347759	04-DEC-2007	Registered
AUTOQUAL AUTOQUAL	78437015	17-JUN-2004	3588917	10-MAR-2009	Registered
AUTOQUAL 	85613476	01-MAY-2012	4261276	18-DEC-2012	Registered
DRIVE N STYLE 	85613484	01-MAY-2012	4261278	18-DEC-2012	Registered
AUTOQUAL USA 1-800-940-9909 	75622441	19-JAN-1999	2331849	21-MAR-2000	Registered