

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRIVEN FUNDING HOLDCO, LLC		05/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DRIVEN BRANDS FUNDING, LLC		
Street Address:	440 S. Church Street, Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4587468	CARSTAR AUTO BODY REPAIR EXPERTS	
Registration Number:	4390699	CARSTAR SOLUTION	
Registration Number:	3967803	CARSTAR AUTO BODY REPAIR EXPERTS	
Registration Number:	3863103	CERTIFIED GREEN	
Registration Number:	3744316	CARSTAR	
Registration Number:	3601338	RELAX, WE'LL TAKE IT FROM HERE.	
Registration Number:	3381711		
Registration Number:	2997840	24	
Registration Number:	2910275		
Registration Number:	2045406	CARSTAR	
Registration Number:	1986220	WHERE AMERICA GOES FOR QUALITY COLLISION	
Registration Number:	1620391	CARSTAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ebensoul@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
TRADEMARK			

CH \$315.00 4587468

Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 17514-024

NAME OF SUBMITTER: Elana D. Bensoul

SIGNATURE: /edb/

DATE SIGNED: 06/01/2016

Total Attachments: 5

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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (US)

This Notice of Grant of Back-up Security Interest in Trademarks (US) (the "Notice"), is made and entered into as of May 20, 2016, by DRIVEN FUNDING HOLDCO, LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700, Charlotte, NC 28202 ("Grantor"), in favor of DRIVEN BRANDS FUNDING, LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700, Charlotte, NC 28202 ("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 Second-Tier 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 (US) to be duly executed and delivered as of the date first written above.

DRIVEN FUNDING HOLDCO, LLC

By:  _____

Name: Noah Pollack


Title: Executive Vice President and Secretary

*Signature Page to Notice of Grant of Back-up Security Interest in Trademarks (US)
(Second Tier)*

**TRADEMARK
REEL: 005804 FRAME: 0183**

**Schedule 1
Trademarks**

Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Status
CARSTAR AUTO BODY REPAIR EXPERTS 	US Federal	86064660 13-SEP-2013	4587468 19-AUG-2014	2 37	Registered
CARSTAR SOLUTION CARSTAR SOLUTION	US Federal	85668420 03-JUL-2012	4390699 27-AUG-2013	42	Registered
CARSTAR AUTO BODY REPAIR EXPERTS 	US Federal	85048762 26-MAY-2010	3967803 24-MAY-2011	2 37	Registered
CERTIFIED GREEN 	US Federal	77896778 18-DEC-2009	3863103 19-OCT-2010	37	Registered
CARSTAR 	US Federal	77766489 23-JUN-2009	3744316 02-FEB-2010	2 37	Registered
RELAX, WE'LL TAKE IT FROM HERE. <small>RELAX, WE'LL TAKE IT FROM HERE.</small>	US Federal	77432283 26-MAR-2008	3601338 07-APR-2009	37	Registered
<i>Design Only</i> 	US Federal	78455999 23-JUL-2004	3381711 12-FEB-2008	37	Registered
24 	US Federal	78455995 23-JUL-2004	2997840 20-SEP-2005	37	Registered

Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Status
<i>Design Only</i> 	US Federal	78132112 30-MAY-2002	2910275 14-DEC-2004	35 37	Registered
CARSTAR* CARSTAR	US Federal	74681517 30-MAY-1995	2045406 18-MAR-1997	2	Registered
WHERE AMERICA GOES FOR QUALITY COLLISION REPAIR	US Federal	74564181 22-AUG-1994	1986220 09-JUL-1996	37	Registered
CARSTAR	US Federal	73809612 29-JUN-1989	1620391 30-OCT-1990	37	Registered