

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRIVEN BRANDS, INC.		05/20/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	DRIVEN FUNDING HOLDCO, 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:

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.

Email: ebensoul@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Elana D. Bensoul

CH \$315.00 4587468

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

NAME OF SUBMITTER: Elana D. Bensoul

SIGNATURE: /edb/

DATE SIGNED: 06/01/2016

Total Attachments: 5

source=Trademark Assignment (US) (Contribution) (First Tier) (Execution)#page1.tif

source=Trademark Assignment (US) (Contribution) (First Tier) (Execution)#page2.tif

source=Trademark Assignment (US) (Contribution) (First Tier) (Execution)#page3.tif

source=Trademark Assignment (US) (Contribution) (First Tier) (Execution)#page4.tif

source=Trademark Assignment (US) (Contribution) (First Tier) (Execution)#page5.tif

TRADEMARK ASSIGNMENT (US)

This TRADEMARK ASSIGNMENT (US) (the "Trademark Assignment") is made and entered into as of May 20, 2016, by and between DRIVEN BRANDS, INC., a Delaware corporation located at 440 S. Church Street, Suite 700, Charlotte, NC 28202 ("Assignor"), and DRIVEN FUNDING HOLDCO, LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700, Charlotte, NC 28202 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the First-Tier Carstar Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks 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 United States Patent and Trademark Office 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.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment 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 Parties' rights and interests in the Contributed IP.

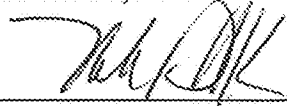
THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD 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 Trademark Assignment 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.

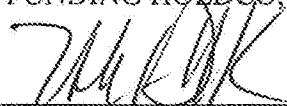
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this
TRADEMARK ASSIGNMENT (US) to be duly executed and delivered as of the date
first written above.

DRIVEN BRANDS, INC.

By: 
Name: Noah Pollack
Title: Executive Vice President and
Secretary

DRIVEN FUNDING HOLDCO, LLC


By: 
Name: Noah Pollack
Title: Executive Vice President and
Secretary

Signature Page to Trademark Assignment (US) (First Tier)

TRADEMARK
REEL: 005804 FRAME: 0576

**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