

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	8

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARSTAR FRANCHISOR SPV LLC		05/20/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as trustee
Street Address:	388 Greenwich Street, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

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

TRADEMARK

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 SECURITY INTEREST IN TRADEMARKS (US)

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (US) (the "Notice") is made and entered into as of May 20, 2016, by and between CARSTAR 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.

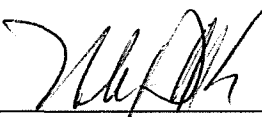
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE 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 (US) to be duly executed by its duly authorized officer as of the date and year first written above.

CARSTAR FRANCHISOR SPV LLC,
as Grantor

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

**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