

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	9

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRIVEN SYSTEMS LLC		04/24/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TAKE 5 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: 9

Property Type	Number	Word Mark
Registration Number:	4812326	
Registration Number:	4821963	EXPRESS LUBE PLUS
Registration Number:	4759018	FASTEST OIL CHANGE ON THE PLANET!
Registration Number:	4285373	TAKE 5 OIL CHANGE HOME OF THE 5-MINUTE O
Registration Number:	4114895	WE CHANGE YOUR OIL - NOT YOUR SCHEDULE!
Registration Number:	3859171	EXPRESS LUBE
Registration Number:	3519522	5 MINUTE OIL CHANGE
Registration Number:	3259301	TAKE FIVE OIL CHANGE
Registration Number:	2908204	LUBE STOP

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: dlaker@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Danielle G. Laker

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

CH \$240.00 4812326

Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 17514-043

NAME OF SUBMITTER: Danielle Laker

SIGNATURE: /Danielle Laker/

DATE SIGNED: 04/30/2018

Total Attachments: 5

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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 April 24, 2018, by DRIVEN SYSTEMS LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202 (“Grantor”), in favor of TAKE 5 FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States and Canadian 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 Fourth Tier Take 5 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”) with respect to the United States Trademarks and with the Canadian Intellectual Property Office (“CIPO”) with respect to the Canadian Trademarks 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 and CIPO 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.

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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.

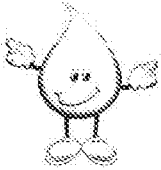

DRIVEN SYSTEMS LLC


By: 

Name: Noah Pollack
Title: Executive Vice President and Secretary


Schedule 1 Trademarks

United States Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
Design Only 	United States	86531295	11-FEB-2015	4812326	15-SEP-2015	Registered
EXPRESS LUBE PLUS EXPRESS LUBE PLUS	United States	86531305	11-FEB-2015	4821963	29-SEP-2015	Registered
FASTEST OIL CHANGE ON THE PLANET! FASTEST OIL CHANGE ON THE PLANET!	United States	86381292	29-AUG-2014	4759018	23-JUN-2015	Registered
TAKE 5 OIL CHANGE HOME OF THE 5- MINUTE OIL CHANGE 	United States	85618248	07-MAY-2012	4285373	05-FEB-2013	Registered
WE CHANGE YOUR OIL - NOT YOUR SCHEDULE! WE CHANGE YOUR OIL - NOT YOUR SCHEDULE!	United States	85391001	05-AUG-2011	4114895	20-MAR-2012	Registered

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
EXPRESS LUBE 	United States	77821979	08-SEP-2009	3859171	12-OCT-2010	Registered
5 MINUTE OIL CHANGE 5 MINUTE OIL CHANGE	United States	77384089	30-JAN-2008	3519522	21-OCT-2008	Registered
TAKE FIVE OIL CHANGE TAKE FIVE OIL CHANGE	United States	78636257	24-MAY-2005	3259301	03-JUL-2007	Registered
LUBE STOP	United States	78185443	15-NOV-2002	2908204	7-DEC-2004	Registered

Canadian Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
FASTEST OIL CHANGE ON THE PLANET!	Canada	1710476	13-JAN-2015	TMA953371	26-OCT-2016	Registered
TAKE 5 OIL CHANGE	Canada	1596211	28-SEP-2012	--	--	Pending
TAKE 5 OIL CHANGE HOME OF THE 5-MINUTE OIL CHANGE and Design 	Canada	1595795	26-SEP-2012	TMA953377	26-OCT-2016	Registered