

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	10

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TAKE 5 FRANCHISOR SPV LLC		04/24/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
Internal Address:	Attn: Agency & Trust - Driven Brands
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

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

Address Line 2: 1285 Avenue of the Americas

TRADEMARK

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 source=(12033985_1) Driven - Notice of Grant of Security Interest in Trademarks (EXECUTED)#page1.tif source=(12033985_1) Driven - Notice of Grant of Security Interest in Trademarks (EXECUTED)#page2.tif source=(12033985_1) Driven - Notice of Grant of Security Interest in Trademarks (EXECUTED)#page3.tif source=(12033985_1) Driven - Notice of Grant of Security Interest in Trademarks (EXECUTED)#page4.tif source=(12033985_1) Driven - Notice of Grant of Security Interest in Trademarks (EXECUTED)#page5.tif	

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 April 24, 2018, by and between TAKE 5 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, New York, NY 10013, Attn: Agency & Trust – Driven Brands (in such capacity, the “Trustee”).

WHEREAS, Grantor is the owner of the United States and Canadian 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 Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof, 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”) 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 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 Amended and Restated Base Indenture, dated as of the date hereof, 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 and CIPO 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.

[Remainder of this page intentionally left blank]

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.

TAKE 5 FRANCHISOR SPV LLC,
as Grantor

By: _____



Name: Noah Pollack

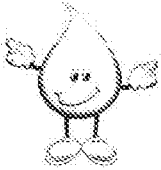

Title: Executive Vice President and
Secretary


Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 006348 FRAME: 0362


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