

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	8

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

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

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of April 24, 2018, by and between DRIVEN SYSTEMS LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202 (“Assignor”), and TAKE 5 FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Fourth Tier Take 5 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 with respect to the United States Trademarks and in the Canadian Intellectual Property Office with respect to the Canadian Trademarks; 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 Series 2018-1 Closing 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.

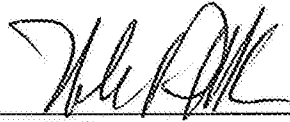
THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD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


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

DRIVEN SYSTEMS LLC

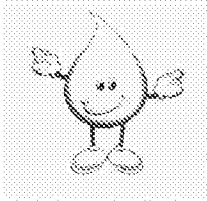
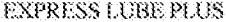


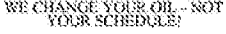

By: 
Name: Noah Pollack
Title: Executive Vice President and Secretary

TAKE 5 FRANCHISOR SPV 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
<p><i>Design Only</i></p> 	United States	86531295	11-FEB-2015	4812326	15-SEP-2015	Registered
<p>EXPRESS LUBE PLUS</p> 	United States	86531305	11-FEB-2015	4821963	29-SEP-2015	Registered
<p>FASTEST OIL CHANGE ON THE PLANET!</p> 	United States	86381292	29-AUG-2014	4759018	23-JUN-2015	Registered
<p>TAKE 5 OIL CHANGE HOME OF THE 5- MINUTE OIL CHANGE</p> 	United States	85618248	07-MAY-2012	4285373	05-FEB-2013	Registered
<p>WE CHANGE YOUR OIL - NOT YOUR SCHEDULE!</p> 	United States	85391001	05-AUG-2011	4114895	20-MAR-2012	Registered
<p>EXPRESS LUBE</p> 	United States	77821979	08-SEP-2009	3859171	12-OCT-2010	Registered

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
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