

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sunshine Car Care LLC		02/07/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Driven Brands, Inc.		
<b>Street Address:</b>	440 S. Church Street		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73480941	SUPER-LUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122367516		
<i>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.</i>			
<b>Phone:</b>	312 368 4000		
<b>Email:</b>	sheila.brown@dlapiper.com		
<b>Correspondent Name:</b>	Michael A. Geller, DLA Piper LLP (US)		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>NAME OF SUBMITTER:</b>	Michael Geller		
<b>SIGNATURE:</b>	/Michael Geller/		
<b>DATE SIGNED:</b>	03/18/2019		
<b>Total Attachments: 3</b>			
source=Assignment of Trademarks - Sunshine Car Care LLC to Driven Brands, Inc#page1.tif			
source=Assignment of Trademarks - Sunshine Car Care LLC to Driven Brands, Inc#page2.tif			
source=Assignment of Trademarks - Sunshine Car Care LLC to Driven Brands, Inc#page3.tif			

CH \$40.00 73480941

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of February 7, 2019, is made by and between Sunshine Car Care LLC, a Delaware limited liability company (the "Assignor") and Driven Brands, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the owner of certain rights in and to the registered trademark identified on Schedule 1 and made part hereof (collectively, the "Mark");

WHEREAS, this Agreement shall confirm that, in connection with that certain Asset Purchase Agreement dated as of February 7, 2019 by and between Assignee and Assignor (the "Agreement"), Assignee acquired from Assignor, and Assignor assigned, transferred, conveyed and delivered to Assignee any and all rights Assignee owned in the Mark, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Mark in accordance with the terms and conditions set forth in the Agreement.

NOW THEREFORE, for good and valuable consideration contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. All defined terms herein adopt their meaning as defined in the Agreement. Where this Assignment provides a different meaning for any term or terms, this Assignment's definition shall be controlling for the purposes of this Assignment only.

2. Conveyance and Acceptance. Effective as of date hereof, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Mark worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Mark, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Mark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Mark against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Mark, and any and all goodwill of the business associated with the use of, or symbolized by, the Mark.

3. Successor. The parties hereto recognize that Assignee is the to a successor to the Assignor's business, or portion of the business to which the Mark pertains.

4. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity.


5. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly

executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

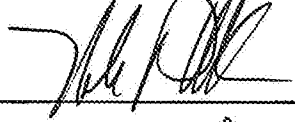
**ASSIGNOR:**

SUNSHINE CAR CARE LLC

By:   
Name: Tony Choubasian  
Title: Member  
Date: \_\_\_\_\_

**ASSIGNEE:**

DRIVEN BRANDS, INC.

By:   
Name: Noah Pollack  
Title: Executive Vice President  
Date: \_\_\_\_\_

**SCHEDULE 1**

**Mark**

Word Mark: Super-Lube  
Serial No.: 73480941  
Registration No.: 1374218  
Registration Date: December 3, 1985

EASTM165032086.1