TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519813

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		04/16/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Meineke Franchisor SPV LLC
Street Address:	440 S. Church Street
Internal Address:	Suite 700
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5083216	TAKING CARE OF YOUR CAR SHOULDN'T TAKE O
Registration Number:	5087639	MEINEKE ON WITH LIFE.

CH $65.00 5083216

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: mseiss@paulweiss.com, mpotts@paulweiss.com, lfranco@paulweiss.com, cadinolfi@paulweiss.com
Correspondent Name: Marissa Potts
Address Line 1: Paul Weiss Rifkind Wharton &Garrison LLp
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	17514-061
NAME OF SUBMITTER:	Marissa Potts
SIGNATURE:	/Marissa Potts/
DATE SIGNED:	04/18/2019

Total Attachments: 4

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SUPPLEMENTAL TRADEMARK ASSIGNMENT

This SUPPLEMENTAL TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of April 16, 2019, by and between Driven Systems LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700, Charlotte, NC 28202 ("Assignor"), and Meineke Franchisor SPV LLC, a Delaware limited liability company located at 440 S. Church Street, Suite 700, Charlotte, NC 28202 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Fourth Tier Contribution Agreement between the Parties dated July 31, 2015 (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; provided that each Trademark became Contributed IP only upon filing of an applicable statement of use with the United States Patent and Trademark Office (the "PTO"); 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 PTO; 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.

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 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.

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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TRADEMARK
REEL: 006623 FRAME: 0512

IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL 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

MEINEKE FRANCHISOR SPV LLC

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

Schedule 1
Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
MEINEKE ON WITH LIFE	United States	86683515	06-JUL-2015	5,087,639	22-NOV-2016	Registered
TAKING CARE OF YOUR CAR SHOULDN'T TAKE OVER YOUR LIFE	United States	86692357	14-JUL-2015	5,083,216	15-NOV-2016	Registered