

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544145

<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>
ABRA Auto Body & Glass LP		09/30/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABRA Automotive Systems LP		
<b>Street Address:</b>	7225 NORTHLAND DRIVE		
<b>Internal Address:</b>	SUITE 210		
<b>City:</b>	BROOKLYN PARK		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55428		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4684505	METAL OF HONOR	
<b>Registration Number:</b>	4380178	CAR REPAIR FROM PEOPLE WHO CARE	
<b>Registration Number:</b>	4380174	TRUE QUALITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		
<b>SIGNATURE:</b>	/williamlbartow/		
<b>DATE SIGNED:</b>	10/07/2019		
<b>Total Attachments: 6</b>			
source=ABRA - Trademark Assignment (Executed)#page1.tif			

CH \$90.00 4684505

source=ABRA - Trademark Assignment (Executed)#page2.tif  
source=ABRA - Trademark Assignment (Executed)#page3.tif  
source=ABRA - Trademark Assignment (Executed)#page4.tif  
source=ABRA - Trademark Assignment (Executed)#page5.tif  
source=ABRA - Trademark Assignment (Executed)#page6.tif

## **TRADEMARK ASSIGNMENT**

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of September 30, 2019 (the "Effective Date") by and between ABRA Auto Body & Glass LP, a Delaware limited partnership (the "Assignor") and ABRA Automotive Systems LP, a Delaware limited partnership (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor and Assignee, among others, entered into that certain Purchase Agreement, dated as of September 30, 2019 (the "Purchase Agreement"), pursuant to which ABRA Auto Body & Glass GP LLC, a Delaware limited liability company ("ABRA GP") and Assignor (together with ABRA GP, the "Sellers") have sold, assigned, transferred and delivered to Driven Brands, Inc., a Delaware corporation ("Buyer"), and Buyer has purchased and acquired, all of the Interests of Assignee.

**WHEREAS**, Assignor is the owner of the trademark registrations and applications set forth on Schedule I attached hereto, including any renewals, extensions, and common law rights therein, and any and all goodwill associated therewith (collectively, the "Assigned Trademarks"). As of the Effective Date and pursuant to the terms hereof and of the Purchase Agreement, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all right, title and interest in and to the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor's business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments

to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Assignor hereby represents and warrants to Assignee:

(a) Assignor exclusively owns all right, title and interest in and to all of the Assigned Trademarks free and clear of any liens or encumbrances, and Assignor has the exclusive right to assign, sell, license, or otherwise transfer all right, title and interest in and to the Assigned Trademarks;

(b) Assignor has not transferred, assigned or otherwise granted any right, license or interest in or to any of the Assigned Trademarks to any nonaffiliated third party other than a franchisee; and

(c) Assignor has the ability to enter into this Trademark Assignment and assign the rights granted herein without violation of any law, regulation or any agreement with any third party, except as would not prevent or delay the assignment hereunder.

5. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

7. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

8. Excluding (a) any claim for injunctive or other equitable relief, or (b) any claim of Fraud (as defined in the Purchase Agreement), the indemnification provisions of Article VII of the Purchase Agreement are the sole and exclusive remedy of the Assignee hereto as to all Losses (as defined in the Purchase Agreement) the Assignee may have or incur arising from or relating to this Trademark Assignment or the transactions contemplated hereby.

*[Remainder of page intentionally left blank.  
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.

ASSIGNOR:

ABRA AUTO BODY & GLASS LP

By: 

Name: James Kessler

Title: Chief Operating Officer

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.


**ASSIGNOR:**

**ABRA AUTO BODY & GLASS LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**ASSIGNEE:**

**ABRA AUTOMOTIVE SYSTEMS LP**

By:  \_\_\_\_\_  
Name: Noah Pollack  
Title: Authorized Signatory

[Signature Page to Trademark Assignment]

**Schedule I**

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
	US	86/316,006	6/20/2014	4,684,505	2/10/2015	Registered
CAR REPAIR FROM PEOPLE WHO CARE	US	85/813,790	1/2/2013	4,380,178	8/6/2013	Registered
TRUE QUALITY	US	85/813,761	1/2/2013	4,380,174	8/6/2013	Registered