

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All Star Glass, LLC		07/15/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97324269	ALL STAR GLASS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312-764-6956		
Email:	rlavalle@kslaw.com		
Correspondent Name:	Ryan La Valle		
Address Line 1:	110 N. Wacker Drive		
Address Line 2:	Suite 3800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Ryan La Valle		
SIGNATURE:	/Ryan La Valle/		
DATE SIGNED:	07/15/2022		
Total Attachments: 5			
source=Driven - Trademark Security Agreement (All Star Glass)#page1.tif			
source=Driven - Trademark Security Agreement (All Star Glass)#page2.tif			
source=Driven - Trademark Security Agreement (All Star Glass)#page3.tif			

CH \$40.00 97324269

source=Driven - Trademark Security Agreement (All Star Glass)#page4.tif

source=Driven - Trademark Security Agreement (All Star Glass)#page5.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 15, 2022 (this “*Notice*”), made by All Star Glass, LLC, a California limited liability company (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of May 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among DRIVEN HOLDINGS PARENT LLC, a limited liability company formed under the laws of Delaware (“Holdings”), DRIVEN HOLDINGS, LLC, a limited liability company formed under the laws of Delaware (the “Borrower”), each Subsidiary of the Borrower from time to time party thereto and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ALL STAR GLASS, LLC

By: Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: Elena Volkova

Name: Elena Volkova
Title: Authorized Officer

[Signature page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007789 FRAME: 0550

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by All Star Glass, LLC

U.S. Trademark Applications

Mark	State or Territory	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Status
ALL STAR GLASS	US	97324269 03/22/2022	--	All Star Glass, LLC	Pending