

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825058

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|---|--|-------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Drive N Style Franchisor SPV LLC | | 07/17/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DNS Franchising LLC | | |
| Street Address: | 9501 West 144th Place, Suite 202 | | |
| City: | Orland Park | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60462 | | |
| Entity Type: | Limited Liability Company: ILLINOIS | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3330574 | AUTOQUAL | |
| Registration Number: | 4261276 | AUTOQUAL | |
| Registration Number: | 2641639 | DEALER MUST REMOVE PROTECTIVE COVER | |
| Registration Number: | 2641638 | DEALER MUST REMOVE PROTECTIVE COVER | |
| Registration Number: | 4261278 | DRIVE N STYLE | |
| 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: | 3469987815 | | |
| Email: | danny.vara@wbd-us.com | | |
| Correspondent Name: | Daniel Vara | | |
| Address Line 1: | 717 Texas Avenue, Suite 2100 | | |
| Address Line 4: | Houston, TEXAS 77092 | | |
| NAME OF SUBMITTER: | Danny Vara | | |
| SIGNATURE: | /Danny Vara/ | | |
| DATE SIGNED: | 07/18/2023 | | |
| Total Attachments: 6 | | | |
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), dated as of July 17, 2023, is made by and between **Drive N Style Franchisor SPV LLC**, a Delaware limited liability company (the “Assignor”), on the one hand, and **DNS Franchising LLC**, an Illinois limited liability company (the “Assignee”), on the other hand. All initially- capitalized terms used but not otherwise defined in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement (defined below) and the rules of construction set forth in Section 7.1 of the Asset Purchase Agreement will be applied wherever appropriate herein.

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”);

WHEREAS, pursuant to the Asset Purchase Agreement, each Assignor desires to sell, transfer, assign, convey, and deliver to the Assignee, and the Assignee desires to purchase, acquire, and accept from the Assignor, all of the Assignor’s right, title, and interest in, to, and under all of the Assignor’s registered and applied for trademarks listed on Schedule 1 hereto, together with all goodwill associated therewith (the “Trademarks”); and

WHEREAS, this Agreement will be executed in connection with the Closing under the Asset Purchase Agreement, as required thereby.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. The Assignor hereby sells, assigns, transfers, and delivers to the Assignee, and the Assignee hereby purchases, acquires, and accepts from the Assignor, all of the Assignor’s right, title, and interest in, to and under the Trademarks, including all (i) rights to collect royalties and proceeds in connection therewith, (ii) all rights to sue and recover for past, present, and future infringements, misappropriations or other violations of such Trademarks against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Assignor), and (iii) rights to protection of interests in the foregoing under the Laws of all jurisdictions, including all registrations, renewals, extensions, combinations and applications for any of the rights referred to above in this Section 1. The Assignor authorizes and requests that the United States Patent and Trademark Office, and the corresponding entities or agencies in any foreign countries or multinational authorities (as applicable), record the Assignee as the owner of the Trademarks.

Section 2. Governing Law; Jurisdiction. Section 7.6 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*.

Section 3. Entire Agreement. Section 7.2 of the Asset Purchase Agreement is hereby incorporated herein *mutatis mutandis*. Except with respect to Section 5, in the event of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement will control and prevail.

Section 4. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto, each other party hereto will re-execute original forms thereof and deliver them to all other parties. No party hereto will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a Contract and each such Party forever waives any such defense.

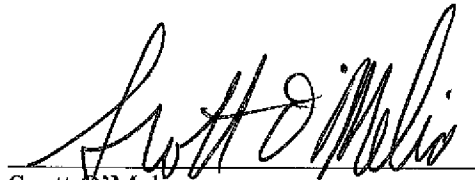
Section 5. Further Assurances. The Assignor further agrees to use commercially reasonable efforts to (i) execute all documents and (ii) do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this agreement. In addition, and without limiting the generality of the foregoing, the Assignor further agrees, at the reasonable request of the Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Assignor's Trademarks to the extent feasible with the resources reasonably available to the Assignor.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

DRIVE N STYLE FRANCHISOR SPV LLC, a
Delaware limited liability company

A handwritten signature in black ink, appearing to read "Scott O'Melia", written over a horizontal line.

Scott O'Melia
Executive Vice President, General Counsel

ASSIGNEE:

DNS FRANCHISING LLC, an Illinois limited
liability company

Kurt A. Karlson
Manager

[signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

DRIVE N STYLE FRANCHISOR SPV LLC, a
Delaware limited liability company

Scott O'Melia
Executive Vice President, General Counsel

ASSIGNEE:

DNS FRANCHISING LLC, an Illinois limited
liability company



Kurt A. Karlson
Manager

[signature page to Trademark Assignment Agreement]

SCHEDULE 1
TRADEMARKS

| Trademark | Country | Owner | Status | Class | Goods/Services | App. No. | Filing Date | Reg. No. | Reg. Date | Renewal Deadline | Security Interest Status |
|--|--------------------------|----------------------------------|------------|------------------|--|------------|-------------|------------|-------------|------------------|---|
| AERO COLOURS | Canada | Drive N Style Franchisor SPV LLC | Registered | 37 Int. | Automobile exterior painting; painting of airplanes, appliances, bicycles, furniture, motorcycles, utensils and painting of various surfaces of metal, plastic, wood and other non-porous materials. | 1,282,874 | 01-Dec-2005 | TMA754,268 | 1-Dec-09 | 1-Dec-24 | Grant of security interest to Citibank, N.A. recorded 8/21/2015 |
| AUTOQUAL | Canada | Drive N Style Franchisor SPV LLC | Registered | 35 Int., 37 Int. | Franchise services, namely, establishing franchise operations in the field of cleaning and restoration of vehicle interiors for third parties; business management and consultation services, namely, offering assistance in the establishment and operation of franchises in the field of cleaning and restoration of vehicle interiors, establishing franchise operations in the field of cleaning | 1,347,402 | 7-May-07 | TMA741,040 | 28-May-2009 | 28-May-24 | Grant of security interest to Citibank, N.A. recorded 8/21/2015 |
| AUTOQUAL | United States of America | Drive N Style Franchisor SPV LLC | Registered | 37 Int. | Cleaning and restoration of vehicle interiors | 78/413,633 | 05-May-2004 | 3,330,574 | 06-Nov-2007 | 6-Nov-27 | Grant of security interest to Citibank, N.A. recorded 9/8/2015. Notices of grant of back up security interest recorded 8/19/2015 to Driven Funding Holdco, LLC and on 9/8/2015 to Driven Brands Funding, LLC, to Driven Systems LLC and to Drive N Style Franchisor SPV LLC |
| AUTOQUAL & Design | United States of America | Drive N Style Franchisor SPV LLC | Registered | 35 Int., 37 Int. | Franchise services, namely, offering business management assistance in the establishment and operation of a business for cleaning, reconditioning, repairing, dyeing, deodorizing, carpet masking, and maintenance of automobile interiors, repairing automotive glass, and repairing automotive headlight lenses; franchise services, namely, consultation and assistance in business management, organization, and promotion, franchise services, namely, assistance in managing industrial and commercial enterprises, business consultation and business management consultation; Automotive repair, reconditioning, installation, and maintenance services, namely, cleaning, reconditioning, repairing, dyeing, deodorizing, masking, and maintenance of carpets in the interior of automobiles, cleaning, reconditioning, repairing, dyeing, deodorizing, masking, and maintenance of cloth, leather and vinyl upholstery in the interior of automobiles; cleaning, reconditioning, repairing, dyeing, masking. | 85/613,476 | 01-May-2012 | 4,261,276 | 18-Dec-2012 | 18-May-23 | Grant of security interest to Citibank, N.A. recorded 9/8/2015. Notices of grant of back up security interest recorded 8/19/2015 to Driven Funding Holdco, LLC and on 9/8/2015 to Driven Brands Funding, LLC, to Driven Systems LLC and to Drive N Style Franchisor SPV LLC Unable to renew; no evidence of use |
| DEALER MUST REMOVE PROTECTIVE COVER (stylized) | United States of America | Drive N Style Franchisor SPV LLC | Registered | 37 Int. | Cleaning, restoration and installation of protective plastic mask to carpet in vehicles | 76/020,022 | 06-Apr-2000 | 2,641,639 | 29-Oct-2002 | 29-Apr-23 | Grant of security interest to Citibank, N.A. recorded 10/2/2015. Notices of grant of back up security interest recorded 8/19/2015 to Driven Funding Holdco, LLC and on 9/8/2015 to Driven Brands Funding, LLC, to Driven Systems LLC and to Drive N Style |
| DEALER MUST REMOVE PROTECTIVE COVER (Stylized) | United States of America | Drive N Style Franchisor SPV LLC | Registered | 40 Int. | Dyeing carpet in vehicles. | 76/020,021 | 06-Apr-2000 | 2,641,638 | 29-Oct-2002 | 29-Apr-23 | Grant of security interest to Citibank, N.A. recorded 9/8/2015. Notices of grant of back up security interest recorded 8/19/2015 to Driven Funding Holdco, LLC and on 9/8/2015 to Driven Brands Funding, LLC, to Driven Systems LLC and to Drive N Style Franchisor SPV LLC Unable to renew; no evidence of use |

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|------------------------|--------------------------|----------------------------------|------------|------------------|---|------------|-------------|-----------|-------------|-----------|---|
| DRIVE N STYLE & Design | United States of America | Drive N Style Franchisor SPV LLC | Registered | 35 Int., 37 Int. | Franchise services, namely, offering business management assistance in the establishment and operation of a business for cleaning, reconditioning, repairing, dyeing, deodorization, carpet masking and maintenance of automobile interiors, franchise services, namely, offering business management assistance in the establishment and operation of a business for automobile exterior paint services, namely repairing and refinishing painted surfaces, namely, sheet metal, bumpers, wheels and trim on the exterior of automobiles, franchise services, namely, offering business management assistance in the establishment and operation of a business for automobile accessories installation services, namely, repairing automotive glass, restoring automotive headlight lenses, installing protective coatings to the interior and exterior of automobiles, and installing automotive accessories and re-styling components; franchise services, namely, consultation and assistance in business management, organization, and promotion; franchise services, namely, assistance in managing industrial and commercial enterprises, business consultation and business management consultation; Automotive repair, reconditioning, painting, and maintenance services, namely, cleaning, reconditioning, repairing, dyeing, deodorizing, masking, and maintenance of carpets in the interior of automobiles; cleaning, reconditioning, repairing, dyeing, deodorizing, masking, and maintenance of cloth, leather and vinyl upholstery in the interior of automobiles; cleaning, reconditioning, repairing, dyeing, masking, and maintenance of plastic trim in the interior of automobiles; | 85/613,484 | 01-May-2012 | 4,261,278 | 18-Dec-2012 | 18-Dec-32 | Grant of security interest to Citibank, N.A. recorded 9/8/2015. Notices of grant of back up security interest recorded 8/19/2015 to Driven Funding Holdco, LLC and on 9/8/2015 to Driven Brands Funding, LLC, to Driven Systems LLC and to Drive N Style Franchisor SPV LLC |
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