TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AERO-COLOURS, INC.		07/31/2008	CORPORATION: MINNESOTA
AQUA2 ACQUISITION, INC.		07/31/2008	CORPORATION: DELAWARE
DRIVEN BRANDS, INC.		07/31/2008	CORPORATION: DELAWARE
MEINEKE CAR CARE CENTERS, INC.		07/31/2008	CORPORATION: NORTH CAROLINA
ECONO-LUBE N' TUNE, INC.		07/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	1042467	MEINEKE DISCOUNT MUFFLERS
Registration Number:	1191431	MINE-A-KEY
Registration Number:	1206108	EVERLAST
Registration Number:	1207483	MEINEKE
Registration Number:	1207490	MEINEKE
Registration Number:	1215262	MEINEKE
Registration Number:	1241466	MEINEKE
Registration Number:	1268145	MEINEKE
Registration Number:	1268264	MEINEKE DISCOUNT MUFFLERS
Registration Number:	1268265	MEINEKE DISCOUNT MUFFLERS SAY MINE-A-KEY

CH $1240.00 1042467

Registration Number:	1283288	EVERLAST
Registration Number:	1434915	MEINEKE
Registration Number:	1610116	MEINEKE
Registration Number:	1620331	MEINEKE
Registration Number:	2022824	MEINEKE DISCOUNT MUFFLERS
Registration Number:	1970877	MEINEKE
Registration Number:	2728887	MEINEKE UNIVERSITY
Registration Number:	2748431	M.KEY MEINEKE BUSINESS SYSTEM
Registration Number:	2803550	M.KEY
Registration Number:	2913294	YOU WON'T PAY A LOT, BUT YOU'LL GET A LOT
Registration Number:	1429534	AERO COLOURS
Registration Number:	1748877	AERO COLOURS
Registration Number:	2956651	MEINEKE CAR CARE CENTER
Registration Number:	2979521	RIGHT SERVICE. RIGHT PRICE.
Registration Number:	3017566	MEINEKE
Registration Number:	3126804	MEINEKE CAR CARE CENTER
Registration Number:	3126819	MEINEKE CAR CARE CENTER
Registration Number:	3207739	MEINEKE CAR CARE CENTER
Registration Number:	3338640	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.
Registration Number:	1965214	MEINEKE
Registration Number:	1122036	ECONOLUBE
Registration Number:	2326001	AUTOQUAL USA
Registration Number:	2331849	AUTOQUAL USA
Registration Number:	3347759	SEATPROS
Serial Number:	78437015	AUTOQUAL
Registration Number:	0330574	
Registration Number:	3292750	"OUR FACTORY LOOK IS THE DIFFERENCE!"
Registration Number:	3143289	DRIVE-N-STYLE
Registration Number:	3143288	DRIVE-N-STYLE
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3248206	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3096649	WHEN FIRST IMPRESSIONS COUNT
Registration Number:	2802018	MARKETINGMATS USA
Registration Number:	2641639	DEALER MUST REMOVE PROTECTIVE COVER

Registration Number:	2641638	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2661301	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	2387709	DEALER MUST REMOVE PROTECTIVE COVER
Registration Number:	0343492	
Registration Number:	1154188	ECONO LUBE N' TUNE

CORRESPONDENCE DATA

Fax Number: (312)577-8816

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-319
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/31/2008

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;

2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: Erik Van Vuren
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AERO-COLOURS, INC., a Minnesota corporation, as a Grantor

By: _____
Name: Kenneth D. Walker
Title: Chief Executive Officer

AQUA2 ACQUISITION, INC., a Delaware corporation, as a Grantor

By: _____
Name: Kenneth D. Walker
Title: Chief Executive Officer

DRIVEN BRANDS, INC., a Delaware corporation, as a Grantor

By: _____
Name: Kenneth D. Walker
Title: President and CEO

MEINEKE CAR CARE CENTERS, INC., a North Carolina corporation

By: _____
Name: Kenneth D. Walker
Title: Chief Executive Officer

ECONO-LUBE N' TUNE, INC., a Delaware corporation

By: _____
Name: Kenneth D. Walker
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
) ss.
County of Mecklenburg)

On this 30th day of July, 2008 before me personally appeared Kenneth D. Walker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Aero-Colours, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Heather M. Carpenter
Notary Public

My commission expires 11/12/2008.

HEATHER M. CARPENTER
NOTARY PUBLIC
MECKLENBURG COUNTY, N. C.

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
) ss.
County of Mecklenburg)

On this 30th day of July, 2008 before me personally appeared Kenneth D. Walker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Agua 2 Acquisition Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Heather M. Carpenter
Notary Public

My commission expires 11/12/2008.

HEATHER M. CARPENTER
NOTARY
PUBLIC
MECKLENBURG COUNTY, N.C.

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
County of Mecklenburg) ss.

On this 30th day of July, 2008 before me personally appeared Kenneth D. Walker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Driven Brands, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Heather M. Carpenter
Notary Public

My commission expires 11/12/2008.

HEATHER M. CARPENTER
NOTARY PUBLIC
MECKLENBURG COUNTY, N.C.

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
) ss.
County of Mecklenburg)

On this 30th day of July, 2008 before me personally appeared Kenneth D. Walker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Meineke Car Care Centers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Heather M. Carpenter
Notary Public

My commission expires 11/12/2008.

HEATHER M. CARPENTER
NOTARY
PUBLIC
MECKLENBURG COUNTY, N.C.

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)
ss.
County of Mecklenburg)

On this 30th day of July, 2008 before me personally appeared Kenneth D. Walker, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Econo-Lube N' Tune Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Heather M. Carpenter
Notary Public

My commission expires 11/12/2008.

HEATHER M. CARPENTER
NOTARY PUBLIC
MECKLENBURG COUNTY, N.C.

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Name of Owner	Jurisdiction / Type of Mark	Mark	Application or Registration No.	Issue or Filing Date
Meineke Car Care Centers, Inc.	US Service Mark	Meineke and Design	Reg. No. 1,042,467	06/29/1976
Meineke Car Care Centers, Inc.	US Service Mark	Mine-A-Key	Reg. No. 1,191,431	03/02/1982
Meineke Car Care Centers, Inc.	US Trademark	Everlast & Design	Reg. No. 1,206,108	08/24/1982
Meineke Car Care Centers, Inc.	US Service Mark	Meineke	Reg. No. 1,207,483	09/07/1982
Meineke Car Care Centers, Inc.	US Service Mark	Meineke	Reg. No. 1,207,490	09/07/1982
Meineke Car Care Centers, Inc.	US Service Mark	Meineke & Design	Reg. No. 1,215,262	11/02/1982
Meineke Car Care Centers, Inc.	US Service Mark	Meineke	Reg. No. 1,241,466	06/07/1983
Meineke Car Care Centers, Inc.	US Service Mark	Meineke & Design	Reg. No. 1,268,145	02/21/1984
Meineke Car Care Centers, Inc.	US Service Mark	Meineke Discount Mufflers & Design	Reg. No. 1,268,264	02/21/1984
Meineke Car Care Centers, Inc.	US Service Mark	Say Mine-A-Key Meineke Discount Mufflers & Design	Reg. No. 1,268,265	02/21/1984
Meineke Car Care Centers, Inc.	US Trademark	Everlast	Reg. No. 1,283,288	06/26/1984

Meineke Car Care Centers, Inc.	US Service Mark	Meineke	Reg. No. 1,434,915	03/31/1987
Meineke Car Care Centers, Inc.	US Service Mark	Meineke (lower case)	Reg. No. 1,610,116	08/14/1990
Meineke Car Care Centers, Inc.	US Service Mark	Meineke	Reg. No. 1,620,331	10/30/1990
Meineke Car Care Centers, Inc.	US Trademark	Meineke Discount Mufflers	Reg. No. 2,022,824	12/17/1996
Meineke Car Care Centers, Inc.	US Trademark	meineke	Reg. No. 1,970,877	04/30/1996
Meineke Car Care Centers, Inc.	US Service Mark	Meineke University	Reg. No. 2,728,887	06/24/2003
Meineke Car Care Centers, Inc.	US Trademark	M.Key logo	Reg. No. 2,748,431	08/05/2003
Meineke Car Care Centers, Inc.	US Trademark (word mark)	M.Key	Reg. No. 2,803,550	01/06/2004
Meineke Car Care Centers, Inc.	US Trademark	YOU WON'T PAY A LOT, BUT YOU'LL GET A LOT	Reg. No. 2,913,294	12/21/2004
Aero-Colours, Inc.	US Service Mark	AERO COLOURS	Reg. No. 1,429,534	02/17/1987
Aero-Colours, Inc.	US Service Mark	AERO COLOURS	Reg. No. 1,748,877	01/26/1993
Meineke Car Care Centers, Inc.	US Service Mark	MEINEKE CAR CAR CENTER & Design	Reg. No. 2,956,651	05/31/2005
Meineke Car Care Centers, Inc.	US Service Mark	RIGHT SERVICE. RIGHT PRICE.	Reg. No. 2,979,521	07/26/2005
Meineke Car Care Centers, Inc.	US Service Mark	MEINEKE	Reg. No. 3,017,566	11/22/2005
Meineke Car Care Centers, Inc.	US Trademark	MEINEKE CAR CARE CENTER	Reg. No. 3,126,804	08/08/2006

Meineke Car Care Centers, Inc.	US Trademark	MEINEKE CAR CARE CENTER & Design	Reg. No. 3,126,819	08/08/2006
Meineke Car Care Centers, Inc.	US Trademark	MEINEKE CAR CARE CENTER & Design	Reg. No. 3,207,739	02/13/2007
Meineke Car Care Centers, Inc.	US Service Mark	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.	Reg. No. 3,338,640	11/20/2007
Meineke Car Care Centers, Inc.	US Trademark	MEINEKE	1,965,214	04/02/1996
Meineke Car Care Centers, Inc.	US Trademark	M.KEY MEINEKE BUSINESS SYSTEM	2,748,431	01/16/2002
Econo-Lube N'Tune, Inc.	US Trademark	Econo Lube N' Tune	Reg. No. 1,154,188	05/12/1981
Econo-Lube N'Tune, Inc.	US Trademark	ECONOLUBE	Reg. No. 1,122,036	07/10/1979
Aqua2 Acquisition, Inc.	US Trademark	AUTOQUAL USA	Reg. No. 2,326,001	03/07/2000
Aqua2 Acquisition, Inc.	US Trademark	AutoQual USA	Reg. No. 2,331,849	03/21/2000
Aqua2 Acquisition, Inc.	US Trademark	SEATPROS	Reg. No. 3,347,759	12/04/2007
Aqua2 Acquisition, Inc.	US Trademark	AUTOQUAL	Reg. No. 78/437015	06/17/2004
Aqua2 Acquisition, Inc.	US Trademark	AUTOQUAL	Reg. No. 3,330,574	11/06/2007
Aqua2 Acquisition, Inc.	US Trademark	OUR FACTORY LOOK IS THE DIFFERENCE	Reg. No. 3,292,750	09/18/2007
Aqua2 Acquisition, Inc.	US Trademark	DRIVE-N-STYLE	Reg. No. 3,143,289	09/12/2006
Aqua2 Acquisition, Inc.	US Trademark	DRIVE-N-STYLE	Reg. No. 3,143,288	09/12/2006

Aqua2 Acquisition, Inc.	US Trademark	CREATE YOUR OWN SPECIAL EDITION	Reg. No. 3,149,736	09/26/2006
Aqua2 Acquisition, Inc.	US Trademark	CREATE YOUR OWN SPECIAL EDITION	Reg. No. 3,248,206	05/29/2007
Aqua2 Acquisition, Inc.	US Trademark	WHEN FIRST IMPRESSIONS COUNT	Reg. No. 3,096,649	05/23/2006
Aqua2 Acquisition, Inc.	US Trademark	MARKETINGMATS USA	Reg. No. 2,802,018	01/06/2004
Aqua2 Acquisition, Inc.	US Trademark	DEALER MUST MOVE PROTECTIVE COVER	Reg. No. 2,641,639	10/29/2002
Aqua2 Acquisition, Inc.	US Trademark	DEALER MUST MOVE PROTECTIVE COVER	Reg. No. 2,641,638	10/29/2002
Aqua2 Acquisition, Inc.	US Trademark	DEALER MUST MOVE PROTECTIVE COVER	Reg. No. 2,661,301	12/17/2002
Aqua2 Acquisition, Inc.	US Trademark	DEALER MUST MOVE PROTECTIVE COVER	Reg. No. 2,387,709	09/19/2000
Driven Brands, Inc.	US Trademark	DRIVENBRANDS	Reg. No. 3,434,492	05/27/2008

2. TRADEMARK APPLICATIONS

Name of Owner	Jurisdiction / Type of Mark	Mark	Application or Registration No.	Issue or Filing Date
Meineke Car Care Centers, Inc.	US Trademark	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.	Ser. No. 77/106,988	02/14/2007
Meineke Car Care Centers, Inc.	US Trademark	LIFE DOESN'T ALWAYS GIVE YOU OPTIONS. MEINEKE DOES.	Ser. No. 77/107,005	02/14/2007

Meineke Car Care Centers, Inc.	US Servicemark	THUMP BOWL	Ser. No. 77/285,498	09/21/2007
Meineke Car Care Centers, Inc.	US Servicemark	THUMP BOWL	Ser. No. 77/285,503	09/21/2007
Meineke Car Care Centers, Inc.	US Servicemark	THUMP BOWL	Ser. No. 77/285,505	09/21/2007
Aqua2 Acquisition, Inc.	US Trademark	SEAT-PRO	Ser. No. 78/463,334	08/6/2004

3. IP LICENSES

None.