

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1-Day Paint & Body Centers, Inc.		10/25/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Maaco Franchising, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	1328948	1 DAY PAINT & BODY CENTERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-644-8113		
Email:	sarah.heath@drivenbrands.com		
Correspondent Name:	Sarah Heath		
Address Line 1:	440 S. Church St.		
Address Line 2:	Suite 700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	1-DAY ACQUISITION		
NAME OF SUBMITTER:	Sarah Heath		
Signature:	//Sarah Heath//		

OP \$40.00 1328948

Date:

11/19/2013

**Total Attachments: 4**

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## ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is made as of October 25, 2013, by and between 1-DAY PAINT & BODY CENTERS, INC., a California corporation ("Assignor"), JAVIER R. URIBE 2012 CHILDREN'S TRUST ("Assignor's Shareholder") and MAACO FRANCHISING, LLC, a Delaware limited liability company and DRIVEN BRANDS, INC., a Delaware corporation (collectively, the "Assignee").

WHEREAS, Assignor, Assignor's Shareholder and Assignee have entered into an Asset Purchase Agreement dated September 19, 2013 (the "Purchase Agreement") for the purchase of the assets and assumption of certain liabilities of Assignor.

WHEREAS, Assignor is the owner of all right, title and interest in the Trademarks, including the trade names, service marks associated logos and commercial symbols described in Exhibit A (the "Trademarks").

WHEREAS, Assignor desires to assign to Assignee its rights and interests in and to the Trademarks and Assignee desires to assume from Assignor, all right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Trademarks.
2. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.
3. This Assignment may not be modified or amended orally or by any course of conduct or usage of trade, but only by an agreement in writing duly executed by Assignor and Assignee.
4. Any waiver of a breach of any provisions of this Assignment shall be limited to the particular breach, shall not be deemed to be a continuing waiver of the same breach and shall not be deemed a waiver of any other provision of this Assignment.
5. This Assignment may be signed in one or more counterparts each of which shall be deemed an original and together shall constitute one and the same instrument.
6. All capitalized words used herein which are not otherwise defined shall have the meaning ascribed to them in the Purchase Agreement and the Trademarks as context dictates.

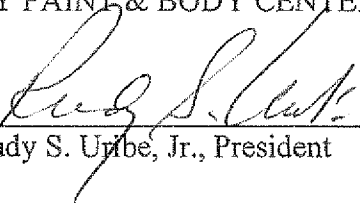
7. This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Assignment shall be deemed to enlarge, reduce, alter, modify or amend the terms or provisions of the Purchase Agreement or the Trademarks; therefore, in the event of any conflict between the provisions of this Assignment and the provisions of the Purchase agreement, the provisions of the Purchase Agreement shall control. This Assignment shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the date first written above.

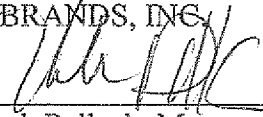
**ASSIGNOR:**

1-DAY PAINT & BODY CENTERS, INC.

By:   
Rudy S. Uribe, Jr., President

**ASSIGNEE:**

MAACO FRANCHISING, LLC  
DRIVEN BRANDS, INC.

By:   
Noah Pollack, Manager

**ASSIGNOR'S SHAREHOLDER:**

JAVIER R. URIBE 2012 CHILDREN'S TRUST

By: \_\_\_\_\_  
Harvey A. Bookstein, Trustee

7. This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Assignment shall be deemed to enlarge, reduce alter, modify or amend the terms or provisions of the Purchase Agreement or the Trademarks; therefore, in the event of any conflict between the provisions of this Assignment and the provisions of the Purchase agreement, the provisions of the Purchase Agreement shall control. This Assignment shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.
8. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the date first written above.

**ASSIGNOR:**

1-DAY PAINT & BODY CENTERS, INC.

By: \_\_\_\_\_  
Rudy S. Uribe, Jr., President

**ASSIGNEE:**

MAACO FRANCHISING, LLC  
DRIVEN-BRANDS, INC.

By: \_\_\_\_\_  
Noah Pollack, Manager

**ASSIGNOR'S SHAREHOLDER:**

JAVIER R. URIBE 2012 CHILDREN'S  
TRUST

By: \_\_\_\_\_  
Harvey A. Bookstein, Trustee