

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		04/17/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Drive N Style, LLC
Street Address:	440 S. Church St., Suite 700
Internal Address:	c/o Driven Brands, Inc.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2326001	AUTOQUAL USA
Registration Number:	2331849	AUTOQUAL USA
Registration Number:	3330574	AUTOQUAL
Registration Number:	3143288	DRIVE-N-STYLE
Registration Number:	3143289	DRIVE-N-STYLE
Registration Number:	3588917	AUTOQUAL
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:	3347759	SEATPROS
Registration Number:	3292750	"OUR FACTORY LOOK IS THE DIFFERENCE!"
Registration Number:	3149736	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3248206	CREATE YOUR OWN SPECIAL EDITION
Registration Number:	3096649	WHEN FIRST IMPRESSIONS COUNT

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 4045725135

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.

Phone: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	17514.009007
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	//Karen Osborne//
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DATE SIGNED:	04/17/2015
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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 17, 2015, by General Electric Capital Corporation, as administrative agent (in such capacity, "Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

WITNESSETH:

WHEREAS, Drive N Style, LLC, a Delaware limited liability company formerly known as Aqua2 Acquisition, Inc. ("Grantor") and Administrative Agent were parties to (i) that certain Guaranty and Security Agreement dated as of December 16, 2011 (the "GSA") and (ii) that certain Trademark Security Agreement dated as of December 16, 2011 (the "TSA"; and together with the GSA, collectively, the "Security Agreements"), pursuant to which Grantor granted a security interest to Administrative Agent in certain Trademark Collateral as security for certain obligations owing by Grantor to Administrative Agent, including the Trademark Collateral set forth on Schedule I hereto;

WHEREAS, the TSA was recorded by the Trademark Division of the United States Patent and Trademark Office on December 19, 2011, at Reel 4682, Frame 0787; and

WHEREAS, Grantor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases, relinquishes and discharges its Lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, including but not limited to, the following:

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

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

2. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in, to and under the Trademark Collateral.

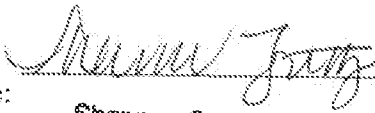
3. The Administrative Agent hereby authorizes Grantor or Grantor's authorized representative to (i) record this Trademark Release and Reassignment with the U.S. Patent and

Trademark Office and/or (ii) otherwise record or file this Trademark Release and Reassignment in the applicable governmental office or agency.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: 
Name: _____
Title: **Shannon C. Fritz**
Duly Authorized Signatory

SCHEDULE I

Trademarks

Trademark	Registration Number
AUTOQUAL USA 1-800-940-9909	2326001
AutoQual USA	2331849
AUTOQUAL	3330574
DRIVE-N-STYLE	3143288
DRIVE-N-STYLE	3143289
AUTOQUAL	3588917
DEALER MUST REMOVE PROTECTIVE COVER	2641639
DEALER MUST REMOVE PROTECTIVE COVER	2641638
DEALER MUST REMOVE PROTECTIVE COVER	2661301
DEALER MUST REMOVE PROTECTIVE COVER	2387709
SEATPROS	3347759
Our Factory Look is the Difference	3292750
Create your Own Special Edition	3149736
Create your Own Special Edition	3248206
When First Impressions Count	3096649