

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338625

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|---|---|--|-----------------------|
| 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 | | |
| Also Known As: | formerly known as Aqua2 Acquisition, Inc. and successor by merger to Aero-Colours, Inc. | | |
| 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: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1429534 | AERO COLOURS | |
| Registration Number: | 1748877 | AERO COLOURS | |
| Registration Number: | 3714446 | AERO COLOURS AMERICA'S PAINT REPAIR SPEC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725135 | | |
| <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: | 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 | | |
| NAME OF SUBMITTER: | Karen Osborne | | |
| 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., and successor by merger to Aero-Colours, 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 0756; 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.

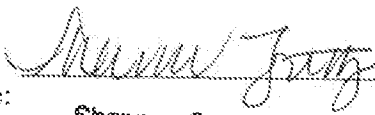
3. The Administrative Agent hereby authorizes Grantor or Grantor's authorized representative to (i) record this Trademark Release and Reassignment with the U.S. Patent and

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 |
|--|----------------------------|
| AERO COLOURS | 1429534 |
| AEROCOLOURS | 1748877 |
| AERO COLOURS AMERICA'S PAINT REPAIR SPECIALISTS | 3714446 |