

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338632

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:	SBA-TLC, 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: NORTH CAROLINA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3211368	THE DRIVE FOR 200000
Registration Number:	3376521	200,000 MILES SHOP
Registration Number:	2578539	
Registration Number:	2751877	WE CARE ABOUT YOU. AND YOUR CAR.
Registration Number:	2552645	HAVE YOU MET MERLIN YET?
Registration Number:	2558722	SNUG HUGS FOR KIDS
Registration Number:	1390713	
Registration Number:	1340568	MERLIN'S
Registration Number:	1025371	MERLIN
Serial Number:	85218269	200,000 MILES

CORRESPONDENCE DATA

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

CH \$265.00 3211368

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//

DATE SIGNED: 04/17/2015

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, SBA-TLC, LLC, a North Carolina limited liability company ("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 February 17, 2014 (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 March 27, 2014, at Reel 5245, Frame 0480; 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: Shannon C. Fritz
Title: Duly Authorized Signatory

SCHEDULE I

Trademarks

Trademark	Registration Number
THE DRIVE FOR 200000	3211368
200,000 MILES SHOP	3376521
Design Only	2578539
WE CARE ABOUT YOU. AND YOUR CAR	2751877
HAVE YOU MET MERLIN YET?	2552645
SNUG HUGS FOR KIDS	2558722
Design Only	1390713
MERLIN'S	1340568
MERLIN	1025371

Trademark Applications

Trademark	Application Number
200,000 MILES	85218269