

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driven Systems LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merlin Franchisor SPV LLC		
Street Address:	440 Church Street		
Internal Address:	Suite 700		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3936276	WHERE THE EXPERTS WORK	
Registration Number:	4032051	MIKE'S MASTER MECHANICS	
Registration Number:	1025371	MERLIN	
Registration Number:	1340568	MERLIN'S	
Registration Number:	1390713		
Registration Number:	2552645	HAVE YOU MET MERLIN YET?	
Registration Number:	2558722	SNUG HUGS FOR KIDS	
Registration Number:	2578539		
Registration Number:	2751877	WE CARE ABOUT YOU. AND YOUR CAR.	
Registration Number:	4510443	YOU CAN GO FARTHER	
Registration Number:	3211368	THE DRIVE FOR 200000	
Registration Number:	3376521	200,000 MILES SHOP	
Registration Number:	4695817	200,000 MILES	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			

CH \$340.00 3936276

Phone: 800-927-9801 x 62348
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 731016-60

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 08/05/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of July 31, 2015, by and between DRIVEN SYSTEMS LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignor"), and MERLIN FRANCHISOR SPV LLC, a Delaware limited liability company located at 440 Church Street, Suite 700, Charlotte, NC 28202, Attention: General Counsel ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Cut-Off Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

DRIVEN SYSTEMS LLC

By: 

Name: Noah Pollack

Title: Executive Vice President and Secretary

MERLIN FRANCHISOR SPV LLC

By: 


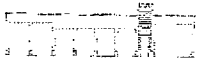
Name: Noah Pollack

Title: Executive Vice President and Secretary

[Signature Page to Driven Systems LLC and Merlin Franchisor SPV LLC Trademark Assignment Agreement]

**TRADEMARK
REEL: 005593 FRAME: 0777**

**Schedule 1
Trademarks**

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
WHERE THE EXPERTS WORK Where the Experts Work	U.S. Federal	77784856	20-JUL-2009	3936276	29-MAR-2011	Registered
MIKE'S MASTER MECHANICS Mike's Master Mechanics	U.S. Federal	77745942	27-MAY-2009	4032051	27-SEP-2011	Registered
MERLIN	U.S. Federal	73047135	19-MAR-1975	1025371	18-NOV-1975	Registered
MERLIN'S	U.S. Federal	73500728	24-SEP-1984	1340568	11-JUN-1985	Registered
<i>Design Only</i> 	U.S. Federal	73560112	25-SEP-1985	1390713	22-APR-1986	Registered
HAVE YOU MET MERLIN YET?	U.S. Federal	76298528	14-AUG-2001	2552645	26-MAR-2002	Registered
SNUG HUGS FOR KIDS	U.S. Federal	76275542	21-JUN-2001	2558722	09-APR-2002	Registered
<i>Design Only</i> 	U.S. Federal	76311040	10-SEP-2001	2578539	11-JUN-2002	Registered
WE CARE ABOUT YOU. AND YOUR CAR.	U.S. Federal	76298527	14-AUG-2001	2751877	19-AUG-2003	Registered
YOU CAN GO FARTHER YOU CAN GO FARTHER	U.S. Federal	86049076	27-AUG-2013	4510443	08-APR-2014	Registered

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status
THE DRIVE FOR 200000 THE DRIVE FOR 200000	U.S. Federal	78875501	03-MAY-2006	3211368	20-FEB-2007	Registered
200,000 MILES SHOP 200,000 MILES SHOP	U.S. Federal	78781958	28-DEC-2005	3376521	29-JAN-2008	Registered
200,000 MILES 200,000 MILES	U.S. Federal	86347870	25-JUL-2014	4695817	03-MAR-2015	Registered