

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAR-X, LLC		01/25/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1003042	CAR-X	
Registration Number:	0995481	CARX	
Registration Number:	1444476	CAR X CARES	
Registration Number:	2918987	BRAKES FOR LIFE	
Registration Number:	4788168	CARX TIRE AND AUTO	
CORRESPONDENCE DATA			
Fax Number:	6173453299		
<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:	(617) 345-3000		
Email:	mschepper@burnslev.com		
Correspondent Name:	Marlo Schepper Grolnic		
Address Line 1:	Burns & Levinson LLP		
Address Line 2:	125 Summer Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	21085.50		
NAME OF SUBMITTER:	Marlo Schepper Grolnic		
SIGNATURE:	/Marlo Schepper Grolnic/		
DATE SIGNED:	01/25/2016		

CH \$140.00 1003042

Total Attachments: 5

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of January 25, 2016 (this "Agreement"), between CAR-X, LLC, a Delaware limited liability company (together with its successors and assigns, the "Debtor"), and CITIZENS BANK, N.A., as administrative agent (together with its successors and assigns in such capacity, the "Secured Party"), for the benefit of the Lenders (as defined in the Security Agreement referred to below):

RECITALS:

This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among MONRO MUFFLER BRAKE, INC., a New York corporation (together with its successors and assigns, the "Borrower"), the lenders party thereto (the "Lenders"), and the Secured Party.

In connection with the Credit Agreement, the Debtor is a party to a Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Debtor, the other debtors named therein and the Secured Party, pursuant to which the Debtor has granted to the Secured Party, for the benefit of the Lenders, a continuing security interest in, and lien on, certain Collateral (as defined in the Security Agreement), including the Trademarks (as defined in the Security Agreement), whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party and the other Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Confirmation of Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Debtor hereby confirms that, pursuant to the Security Agreement, it granted to the Secured Party, for the benefit of the Lenders, a continuing security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Debtor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Debtor in and to the following, whether now existing or hereafter acquired and wherever located:

(i) all Trademarks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other Governmental Authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Debtor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Notwithstanding the foregoing, in no event shall the collateral described in this Section 2 include any "intent to use" Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such applications under applicable law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Debtor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CAR-X, LLC, a Delaware limited liability company

By: _____

Name: Maureen E. Mulholland

Title: Vice President and Secretary

[Signature of Secured Party on following page]

Accepted and acknowledged by:

CITIZENS BANK, N.A.
as Secured Party

By: 

Name: Michael K. Makaitis
Title: Vice President

Schedule A
to Notice and Confirmation of Grant of
Security Interest in Trademarks

(A) Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Car-X, LLC	1,003,042	CAR-X
Car-X, LLC	0,995,481	CarX
Car-X, LLC	1,444,476	Car X Cares
Car-X, LLC	2,918,897	Brakes For Life
Car-X, LLC	4,788,168	CarX Tire And Auto

(B) Applications:

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
<u>None</u>		