

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		10/31/2008	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caliber Holdings Corporation		
<b>Street Address:</b>	17771 Cowan Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2708662	CALIBEREXPRESS	
Registration Number:	2270592	CALIBER COLLISION CENTERS	
Registration Number:	1770871	CALIBER COLLISION CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Genevieve Blake c/o Willkie Farr & Galla		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	110467/00022		
<b>NAME OF SUBMITTER:</b>	Genevieve E. Blake		

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Signature:	/genevieveblake/
Date:	10/31/2008
<b>Total Attachments: 6</b> source=release of security#page1.tif source=release of security#page2.tif source=release of security#page3.tif source=release of security#page4.tif source=release of security#page5.tif source=release of security#page6.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of this 31st day of October, 2008, is entered into by and between Wells Fargo Bank, National Association ("Wells Fargo"), acting through its Wells Fargo Business Credit operating division, and Caliber Holdings Corporation ("Caliber").

### WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of July 31, 2003, by and between Caliber and The CIT Group/Business Credit, Inc. ("CIT") (the "Trademark Security Agreement"), Caliber granted a security interest in certain of its intangible personal property, namely the Collateral (as defined in the Trademark Security Agreement), which includes, but is not limited to, the trademarks listed on the attached Schedule A and the federal registrations therefor;

WHEREAS, the Trademark Security Agreement was recorded on behalf of CIT in the United States Patent and Trademark Office ("USPTO"), on August 6, 2003 at reel/frame 2796/0083;

WHEREAS, CIT assigned all rights and interest under the Trademark Security Agreement to The CIT Group/Commercial Services, Inc. pursuant to an agreement dated July 16, 2007 and documents evidencing this assignment are being recorded in the USPTO;

WHEREAS, The CIT Group/Commercial Services, Inc. assigned all rights and interest under the Trademark Security Agreement to Wells Fargo pursuant to an agreement dated July 22, 2008, and documents evidencing this assignment were filed in the USPTO on October 7, 2008 at reel/frame 3866/0377;

WHEREAS, Caliber has requested that Wells Fargo: (a) terminate and release the liens and interests of Wells Fargo in the Collateral; and (b) execute and deliver evidence of such termination and release for filing in the USPTO;

WHEREAS, Caliber has satisfied and fulfilled all of its obligations to release Wells Fargo's security interest in the Collateral under the Trademark Security Agreement, and the parties seek to make a record of Wells Fargo's release and reassignments to Caliber of any and all of its security interests in the Collateral; and

WHEREAS, Wells Fargo acknowledges that the conditions permitting Caliber to revoke the Special Power of Attorney granted by Caliber pursuant to the Trademark Security Agreement have arisen and Caliber desires to revoke such Special Power of Attorney.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wells Fargo hereby releases, discharges, and relinquishes its security interests in the Collateral. Further, all Special Powers of Attorney granted by Caliber pursuant to the Trademark Security Agreement are hereby revoked.

*[signatures follow on next page]*

IN WITNESS WHEREOF, Wells Fargo and Caliber have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: *[Signature]*  
Name: *Irene Wemberger*  
Title: *Vice President*

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_ day of October, 2008, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say he/she is \_\_\_\_\_ of Wells Fargo Bank, National Association, the national association described in and which executed the above instrument.

\_\_\_\_\_  
Notary Public

CALIBER HOLDINGS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

STATE OF )  
                  ) ss:  
COUNTY OF )

On this \_\_\_ day of October, 2008, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say he/she is \_\_\_\_\_ of Caliber Holdings Corporation, a corporation described in and which executed the above instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Wells Fargo and Caliber have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:

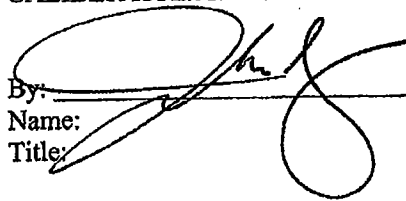
STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_ day of October, 2008, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say he/she is \_\_\_\_\_ of Wells Fargo Bank, National Association, the national association described in and which executed the above instrument.

\_\_\_\_\_  
Notary Public

CALIBER HOLDINGS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:



STATE OF )  
 ) ss:  
COUNTY OF )

*See Attached Certificate*

On this \_\_\_\_ day of October, 2008, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say he/she is \_\_\_\_\_ of Caliber Holdings Corporation, a corporation described in and which executed the above instrument.

\_\_\_\_\_  
Notary Public

Release of Security Interest in Trademarks  
S-1

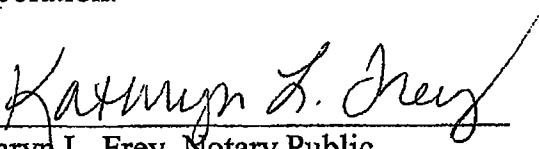
BN 2373610v3

TRADEMARK  
REEL: 003880 FRAME: 0786

**JURAT**

**State of California**     §  
                                     §  
**County of Orange**     §


Subscribed and sworn to before me on this 29<sup>th</sup> day of  
October, 2008, by John M. Hovis, proved to me on the basis of  
satisfactory evidence to be the person who appeared before me, who  
did depose and say he is President and CEO of Caliber Holdings  
Corporation.

  
\_\_\_\_\_  
Kathryn L. Frey, Notary Public



**Schedule A**

**UNITED STATES TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Record Title Owner</b>	<b>Expiration Date of Current Term</b>
CALIBEREXPRESS	U.S.	2,708,662	4/22/2003	Caliber Holdings Corporation	4/22/2013
CALIBER COLLISION CENTERS and Design  	U.S.	2,270,592	8/17/1999	Caliber Holdings Corporation	8/17/2009
CALIBER COLLISION CENTERS	U.S.	1,770,871	5/11/1993	Caliber Holdings Corporation	5/11/2013

Schedule A

BN 2373610v3

RECORDED: 10/31/2008

TRADEMARK  
REEL: 003880 FRAME: 0788