

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caliber Holdings Corporation		10/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia c/o GWS Loan Operations, as administrative agent		
Street Address:	720 King Street West, 2nd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V2T3		
Entity Type:	Scotia Capital:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2708662	CALIBEREXPRESS	
Registration Number:	2270592	CALIBER COLLISION CENTERS	
Registration Number:	1770871	CALIBER COLLISION CENTERS	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Genevieve Blake c/o Willkie Farr & Galla		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	110467/00022		
DOMESTIC REPRESENTATIVE			
Name:	Genevieve Blake c/o Willkie Farr & Galla		

CH \$90.00 2708662

Address Line 1: 787 7th Avenue
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Genevieve E. Blake
Signature:	/genevieveblake/
Date:	10/31/2008

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 31st day of October, 2008, Caliber Holdings Corporation, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 17771 Cowan Avenue, Suite 100, Irvine, CA, 92614, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, ("*Scotia Capital*"), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors from time to time party thereto, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CALIBER HOLDINGS CORPORATION, a
Delaware corporation

By:  _____
Name:
Title:

[Signature Page to Trademark Collateral Agreement]

Accepted and agreed to as of the date and year last above written.

THE BANK OF NOVA SCOTIA, as
Administrative Agent

By: Hardeep S. Thind
Name: Hardeep S. Thind
Title: Director - Operations


By: R. Blackwood
Name: R. Blackwood
Title: Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Country	Reg. No.	Reg. Date	Record Title Owner	Expiration Date of Current Term
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