

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CALIBER HOLDINGS CORPORATION		10/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENFUND CAPITAL FUND III LIMITED PARTNERSHIP		
<b>Street Address:</b>	390 Bay Street		
<b>Internal Address:</b>	Suite 1720		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H2Y2		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CANADA		
<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>	(514)904-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	saguilar@osler.com		
<b>Correspondent Name:</b>	Sofia Aguilar		
<b>Address Line 1:</b>	1000 de la Gauchetiere St. West		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Montreal, CANADA H3G4W5		
<b>ATTORNEY DOCKET NUMBER:</b>	1112322		

OP \$90.00 2708662

DOMESTIC REPRESENTATIVE

**900119781**

**TRADEMARK  
 REEL: 003880 FRAME: 0988**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Sofia Aguilar

Signature:

/Sofia Aguilar/

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, California, 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 PENFUND CAPITAL FUND III LIMITED PARTNERSHIP ("*Penfund*"), with its mailing address at Suite 1720, 390 Bay Street, Toronto, ON M5H 2Y2, (Penfund and any successor(s) or assign(s) to Penfund being hereinafter referred to as the "*Lender*"), and grants to the Lender 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 the Debtor as set out in that certain Second Lien Security Agreement dated October 31, 2008 (the "*Security Agreement*") by and among the Debtor, the other debtors from time to time party thereto, and the Lender, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Lender 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 Lender 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: \_\_\_\_\_

Penfund Trademark Collateral Agreement

**TRADEMARK**  
**REEL: 003880 FRAME: 0991**

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

PENFUND CAPITAL FUND III LIMITED  
PARTNERSHIP, as Lender

By: its general partner PENFUND CAPITAL  
PARTNERS INC.

By: 

Name: *RICHARD BRADLOW*  
Title: *DIRECTOR*


Penfund Trademark Collateral Agreement

TRADEMARK  
REEL: 003880 FRAME: 0992

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<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