

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caliber Bodyworks of Arizona, Inc.		11/22/2011	CORPORATION: DELAWARE
Caliber Bodyworks of Nevada, Inc.		11/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	720 King Street West, 2nd Floor
Internal Address:	c/o GWS Loan Operations
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V2T3
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2488260	9 1 1 COLLISION CENTERS

CORRESPONDENCE DATA

Fax Number: (212)728-8111
 Phone: 212 728 8000
 Email: ipdept@willkie.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
 Address Line 1: 787 Seventh Avenue
 Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 110467.00022 KAW

DOMESTIC REPRESENTATIVE

Name:

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

NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	02/21/2012
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 22nd day of November, 2011, each of CALIBER BODYWORKS OF ARIZONA, INC., a Delaware corporation ("*Bodyworks Arizona*") with its principal place of business and mailing address at 17771 Cowen Avenue, Suite 100, Irvine, CA 92614, and CALIBER BODYWORKS OF NEVADA, INC., a Delaware corporation with its principal place of business and mailing address at 17771 Cowen Avenue, Suite 100, Irvine, CA 92614 (together with Bodyworks Arizona, the "*Debtors*"), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgage and pledge 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 grant 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 the Debtor as set out in that certain Security Agreement dated October 31, 2008 (the "*Security Agreement*"), by and among the Debtors, the other debtors from time to time party thereto, and the Agent, 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 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.

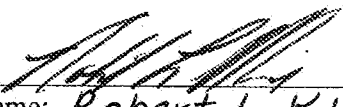
Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW.]

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

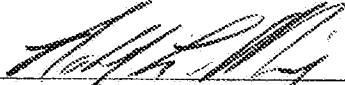
CALIBER BODYWORKS OF ARIZONA, INC.

By: 
Name: Robert L. Kliewe
Title: Vice President, Chief Financial Officer
+ Secretary

TRADEMARK COLLATERAL AGREEMENT

TRADEMARK
REEL: 004720 FRAME: 0229

CALIBER BODYWORKS OF NEVADA, INC.

By: 
Name: Robert L. Kliewe
Title: Vice President, Chief Financial Officer
& Secretary

TRADEMARK COLLATERAL AGREEMENT

TRADEMARK
REEL: 004720 FRAME: 0230

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

MARK(S)	REGISTRATION NUMBER	REGISTRATION DATE	GRANTOR(S)
9 1 1 Collision Centers	2488260	09/11/2011	Caliber Bodyworks of Nevada, Inc. Caliber Bodyworks of Arizona, Inc.