

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
COLLISION SERVICES, INC.		08/29/2012	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	THE PENINSULA FUND V LIMITED PARTNERSHIP
Street Address:	500 Woodward Avenue, Suite 2800
Internal Address:	c/o Peninsula Capital Partners L.L.C.
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	RGP WHITEWATER, LLC
Street Address:	174 LaPier Street
Internal Address:	c/o Rock Gate Partners, LLC
City:	Glencoe
State/Country:	ILLINOIS
Postal Code:	60022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2997297	SHOP IN A BOX
Registration Number:	3495892	MIGHTY MOVER
Registration Number:	3495489	COLLISION SERVICES

CORRESPONDENCE DATA

Fax Number: 2147581550

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

*via US Mail.*

Phone: 2147581500  
Email: shernandez@pattonboggs.com  
Correspondent Name: Nam H. Huynh  
Address Line 1: 2000 McKinney Avenue, Suite 1700  
Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009122.0126
NAME OF SUBMITTER:	Nam H. Huynh
Signature:	/Nam H. Huynh/
Date:	08/31/2012

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 29, 2012, by COLLISION SERVICES, INC., an Iowa corporation ("Grantor"), in favor of THE PENINSULA FUND V LIMITED PARTNERSHIP, a Delaware limited partnership, and RGP WHITEWATER, LLC, a Delaware limited liability company (collectively, "Purchasers", and each a "Purchaser").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which Purchasers have agreed to purchase the Senior Subordinated Notes (as defined in the Note Purchase Agreement; the "Notes").

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Purchasers pursuant to which certain obligations owed to Purchasers are secured.

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to Purchasers a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications (other than intent-to-use trademark applications) and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Security Agreement and the Note Purchase Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grants to Purchasers a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Purchasers pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of Purchasers with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Each of the undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**COLLISION SERVICES, INC.**

By: *Kenneth L. Ali*  
Name: Kenneth L. Ali  
Title: Chief Executive Officer

Acknowledged:

**THE PENINSULA FUND V LIMITED PARTNERSHIP**

By: Peninsula Fund V Management L.L.C.  
Its: General Partner

By: Peninsula Capital Partners L.L.C.  
Its: Manager

By: \_\_\_\_\_  
Name: Scott A. Reilly  
Title: President & Chief Investment Officer

**RGP WHITEWATER, LLC**

By: Rock Gate Partners, LLC  
Its: Manager

By: *Kenneth L. Ali*  
Name: Kenneth L. Ali  
Title: Managing Director

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Each of the undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

**COLLISION SERVICES, INC.**

By: \_\_\_\_\_  
Name: Kenneth L. Ali  
Title: Chief Executive Officer

Acknowledged:

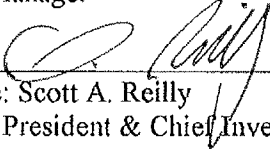
**THE PENINSULA FUND V LIMITED PARTNERSHIP**

By: Peninsula Fund V Management L.L.C.

Its: General Partner

By: Peninsula Capital Partners L.L.C.

Its: Manager

By:  \_\_\_\_\_  
Name: Scott A. Reilly  
Title: President & Chief Investment Officer

**RGP WHITEWATER, LLC**

By: Rock Gate Partners, LLC

Its: Manager

By: \_\_\_\_\_  
Name: Kenneth L. Ali  
Title: Managing Director

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks and Trademark Applications**

U.S. Trademark Registrations

<b>Mark / Title</b>	<b>Date of Registration</b>	<b>Trademark Registration Number</b>
Shop In A Box	09/20/2005	2997297
Mighty Mover	09/02/2008	3495892
Collision Services	09/02/2008	3495489

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents and Patent Applications**

<b>Title Inventor(s)</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Expiration Date</b>
Door Alignment Tool	D513954	01/31/2006	01/31/2020
Drum Transport Cart	7281720	10/16/2007	5/16/2026
Versatile Auto Parts Cart	7815202	10/19/2010	12/14/2026
Vehicle Support System	5620192	04/15/1997	9/26/2014