

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																																				
CONVEYING PARTY DATA																																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Caliber Holdings Corporation</td> <td></td> <td>11/20/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Caliber Bodyworks of Nevada, Inc.</td> <td></td> <td>11/20/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Caliber Bodyworks of Arizona, Inc.</td> <td></td> <td>11/20/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Caliber Holdings Corporation		11/20/2013	CORPORATION: DELAWARE	Caliber Bodyworks of Nevada, Inc.		11/20/2013	CORPORATION: DELAWARE	Caliber Bodyworks of Arizona, Inc.		11/20/2013	CORPORATION: DELAWARE																					
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RECEIVING PARTY DATA																																					
Name:	Penfund Partners, Inc.																																				
Street Address:	333 Bay Street, Suite 610																																				
City:	Toronto, Ontario																																				
State/Country:	CANADA																																				
Postal Code:	M5H 2R2																																				
Entity Type:	CORPORATION: CANADA																																				
PROPERTY NUMBERS Total: 11																																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85226631</td> <td>CALIBER ADVANCED REPAIR SYSTEM</td> </tr> <tr> <td>Serial Number:</td> <td>85727647</td> <td>CALIBER COLLISION</td> </tr> <tr> <td>Serial Number:</td> <td>85727582</td> <td>CALIBER COLLISION</td> </tr> <tr> <td>Serial Number:</td> <td>85727654</td> <td>CALIBER COLLISION</td> </tr> <tr> <td>Serial Number:</td> <td>85727648</td> <td>CALIBER COLLISION</td> </tr> <tr> <td>Serial Number:</td> <td>74180708</td> <td>CALIBER COLLISION CENTERS</td> </tr> <tr> <td>Serial Number:</td> <td>75488943</td> <td>CALIBER COLLISION CENTERS</td> </tr> <tr> <td>Serial Number:</td> <td>85273780</td> <td></td> </tr> <tr> <td>Serial Number:</td> <td>85727572</td> <td></td> </tr> <tr> <td>Serial Number:</td> <td>85197486</td> <td>RESTORING THE RHYTHM OF YOUR LIFE</td> </tr> <tr> <td>Serial Number:</td> <td>75619406</td> <td>9 1 1 COLLISION CENTERS</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	85226631	CALIBER ADVANCED REPAIR SYSTEM	Serial Number:	85727647	CALIBER COLLISION	Serial Number:	85727582	CALIBER COLLISION	Serial Number:	85727654	CALIBER COLLISION	Serial Number:	85727648	CALIBER COLLISION	Serial Number:	74180708	CALIBER COLLISION CENTERS	Serial Number:	75488943	CALIBER COLLISION CENTERS	Serial Number:	85273780		Serial Number:	85727572		Serial Number:	85197486	RESTORING THE RHYTHM OF YOUR LIFE	Serial Number:	75619406	9 1 1 COLLISION CENTERS	
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CORRESPONDENCE DATA																																					

CH \$290.00 85226631

Fax Number: 2026373593

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-383-0100

Email: eteas@sutherland.com

Correspondent Name: Elisabeth A. Langworthy

Address Line 1: 700 Sixth Street, NW, Suite 700

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-3980

ATTORNEY DOCKET NUMBER:

64329-0038

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Elisabeth A. Langworthy

Signature:

/E. A. Langworthy/

Date:

12/20/2013

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Penfund Partners, Inc. ("Penfund"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CH Hold Corp. (the "Borrower"), OPE Caliber Holdings Inc. ("Holdings"), the other Credit Parties, the Lenders from time to time party thereto, Penfund, as the Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Second Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CALIBER HOLDINGS CORPORATION
as Grantor

By: Robert Gary
Name: J. Robert Gary
Title: Chief Financial Officer and Treasurer

CALIBER BODYWORKS OF NEVADA, INC.
as Grantor

By: Robert Gary
Name: J. Robert Gary
Title: Chief Financial Officer and Treasurer

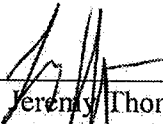
CALIBER BODYWORKS OF ARIZONA, INC.
as Grantor

By: Robert Gary
Name: J. Robert Gary
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

PENFUND PARTNERS, INC.
as Administrative Agent

By: 
Name: Jeremy Thompson
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005179 FRAME: 0713

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

US Federal Trademarks

Country	Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Local Classes	Goods Services no Dates	Owner
Active									
United States of America	CALIBER ADVANCED REPAIR SYSTEM	Allowed	85/226,631	01/26/2011			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	CALIBER COLLISION & Design (horizontal, black background)	Pending	85/727,647	09/12/2012			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	CALIBER COLLISION & Design (horizontal, white background)	Pending	85/727,582	09/12/2012			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	CALIBER COLLISION & Design (vertical, black background)	Pending	85/727,654	09/12/2012			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	CALIBER COLLISION & Design (vertical, white background)	Pending	85/727,648	09/12/2012			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	CALIBER COLLISION CENTERS	Registered	74/180,708	07/01/1991	1,770,871	05/11/1993	37	37 - Automotive body repair services.	Caliber Holdings Corporation
United States of America	CALIBER COLLISION CENTERS & Design	Registered	75/468,943	05/21/1998	2,270,592	08/17/1999	37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	Design (Color Wheel)	Registered	85/273,780	03/23/2011	4,141,222	05/15/2012	37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	Design (horizontal color bar)	Allowed	85/727,572	09/12/2012			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	RESTORING THE RHYTHM OF YOUR LIFE	Registered	85/197,486	12/14/2010	4,075,215	12/20/2011	37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	9 1 1 COLLISION CENTERS & Design	Registered	75/619,406	01/12/1999	2,488,260	09/11/2001	37	37 - Automotive collision repair.	Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc.

US Federal Trademarks

Country	Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Local Classes	Goods Services no Dates	Owner
Inactive									
United States of America	C.A.R.S.	Abandoned	85/226,716	01/26/2011			37	37 - Body and paint repair services for collision damaged vehicles.	Caliber Holdings Corporation
United States of America	CALIBERCARE	Abandoned	76/367,071	02/12/2004			36	36 - Insurance services, namely, underwriting warranty contracts in the field of automotive services.	Caliber Holdings Corporation
United States of America	CALIBEREXPRESS	Cancelled	76/322,539	10/09/2001	2,708,662	04/22/2003	37	37 - Body repair, painting and refinishing services for vehicles that have been in a collision or damaged.	Caliber Holdings Corporation