

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314557

| | | | |
|---|--|------------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sterling Collision Centers, LLC | | 08/18/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Collateral Agent | | |
| Street Address: | One Bryant Park | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Bank: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3571779 | ENSURING YOUR PEACE OF MIND | |
| Registration Number: | 2864643 | STERLING AUTOBODY CENTERS | |
| Registration Number: | 2365141 | S | |
| Registration Number: | 2302891 | ANYWHERE ELSE WOULD BE AN ACCIDENT | |
| Registration Number: | 2302879 | STERLING AUTOBODY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 800947512 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F151321 | | |
| NAME OF SUBMITTER: | Amanda M. Mitchell | | |
| SIGNATURE: | /Amanda M. Mitchell/ | | |
| DATE SIGNED: | 08/19/2014 | | |

OP \$140.00 3571779

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 18, 2014 by STERLING COLLISION CENTERS, LLC (f/k/a STERLING COLLISION CENTERS, INC.) (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of August 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same


instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

STERLING COLLISION CENTERS, LLC

By:



Name: Michael Devendorf
Title: Chief Administrative Officer

[Signature Page to Sterling Collision Centers, LLC Trademark Security Agreement]

TRADEMARK
REEL: 005347 FRAME: 0964

BANK OF AMERICA, N.A., as Collateral Agent

By: Alysa Trakas
Name: Alysa Trakas
Title: Director

[Signature Page to Sterling Collision Centers, LLC Trademark Security Agreement]

TRADEMARK
REEL: 005347 FRAME: 0965

Schedule I
Trademark Registrations and Use Applications

| <u>Trademark</u> | <u>Owner</u> | <u>Country</u> | <u>Application Number</u> | <u>Application Date</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Status</u> |
|------------------------------------|---|----------------|---------------------------|-------------------------|----------------------------|--------------------------|---------------|
| ENSURING YOUR PEACE | Sterling Collision Centers, Inc. ¹ | USA | 77462595 | 30-Apr-2008 | 3571779 | 10-Feb-2009 | Registered |
| STERLING AUTOBODY CENTERS | Sterling Collision Centers, Inc. | USA | 76534560 | 5-Aug-2003 | 2864643 | 20-Jul-2004 | Registered |
| S & Design | Sterling Collision Centers, Inc. | USA | 75501546 | 12-Jun-1998 | 2365141 | 4-Jul-2000 | Registered |
| ANYWHERE ELSE WOULD BE AN ACCIDENT | Sterling Collision Centers, Inc. | USA | 75495267 | 1-Jun-1998 | 2302891 | 21-Dec-1999 | Registered |
| STERLING AUTOBODY | Sterling Collision Centers, Inc. | USA | 75489333 | 21-May-1998 | 2302879 | 21-Dec-1999 | Registered |

¹ Sterling Collision Centers, Inc. was converted to a limited liability company and changed its name to Sterling Collision Centers, LLC on July 9, 2014.