

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374734

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Company (as successor in interest by merger to General Electric Capital Corporation)		02/26/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP (as Successor Agent)
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 14

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
Serial Number:	85226716	C.A.R.S.
Serial Number:	78367071	CALIBERCARE
Serial Number:	76322539	CALIBEREXPRESS

CORRESPONDENCE DATA

Fax Number: 2129692900

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129693000
Email: trademark@proskauer.com
Correspondent Name: Adam D. Siegartel
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	25278-003
NAME OF SUBMITTER:	Adam D. Siegartel
SIGNATURE:	/Adam D. Siegartel/
DATE SIGNED:	02/26/2016

Total Attachments: 8
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**ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of February 26, 2016, is by **GENERAL ELECTRIC COMPANY** (as successor in interest by merger to General Electric Capital Corporation) (individually, “**GE**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

RECITALS:

WHEREAS, Retiring Agent and each of (i) Caliber Holdings Corporation, (ii) Caliber Bodyworks of Nevada, Inc. and (iii) Caliber Bodyworks of Arizona, Inc. (each of (i), (ii) and (iii), as a “Grantor”) are parties to that certain trademark security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreement**”), pursuant to which Grantor granted to the Retiring Agent a Lien on and security interest in all of Grantor’s right, title and interest in the Trademark Collateral, including, without limitation, the trademarks set forth on Exhibit B attached hereto (the “**Security Interest**”); and

WHEREAS, pursuant to that certain Administrative Agency Resignation and Transfer Letter, dated as of the date hereof, by and among GE, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Security Assignment**. Retiring Agent hereby irrevocably assigns and transfers to Successor Agent and its successors and assigns, and the Successor Agent hereby accepts from the Retiring Agent, the Security Interest, including, for the avoidance of doubt, all right, title and interest that the Retiring Agent may have in the Trademark Collateral (including, without limitation, the trademarks set forth on Exhibit B attached hereto).

2. **Recordation**. The Retiring Agent hereby authorizes the Successor Agent or the Successor Agent’s authorized representative to record this Assignment with the United States Patent and Trademark Office and otherwise record or file this Assignment in any applicable governmental office or agency. The Retiring Agent further agrees to execute and deliver to the Successor Agent any and all further documents and instruments, and do any and all further acts, which the Successor Agent reasonably requests in order to confirm this Assignment.

3. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC COMPANY (as
successor in interest by merger to General
Electric Capital Corporation)

By: James N. Uebachs
Name: James N. Uebachs
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: Steve Rubinstein

Name: Steven Rubinstein

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of November 20, 2013 and filed with the United States Patent and Trademark Office on November 20, 2013 at Reel 005157, Frame 0834.

EXHIBIT B

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	75/488,943	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	03/22/2011	4,141,222	05/15/2012	37	37 - Body and paint repair services for	Caliber Holdings Corporation

Country	Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Local Classes	Goods Services no Dates	Owner
								collision damaged vehicles.	
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

<u>Country</u>	<u>Title</u>	<u>Case Status</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Local Classes</u>	<u>Goods Services no Dates</u>	<u>Owner</u>
<u>Inactive</u>									
<u>United States of America</u>	<u>C.A.R.S.</u>	<u>Abandoned</u>	<u>85/226,716</u>	<u>01/26/2011</u>			<u>37</u>	<u>37 - Body and paint repair services for collision damaged vehicles.</u>	<u>Caliber Holdings Corporation</u>
<u>United States of America</u>	<u>CALIBERCA RE</u>	<u>Abandoned</u>	<u>78/367,071</u>	<u>02/12/2004</u>			<u>36</u>	<u>36 - Insurance services, namely, underwriting warranty contracts in the field of automotive services.</u>	<u>Caliber Holdings Corporation</u>
<u>United States of America</u>	<u>CALIBEREX PRESS</u>	<u>Cancelled</u>	<u>76/322,539</u>	<u>10/09/2001</u>	<u>2,708,662</u>	<u>04/22/2003</u>	<u>37</u>	<u>37 - Body repair, painting and refinishing services for vehicles that have been in a collision or damaged.</u>	<u>Caliber Holdings Corporation</u>