

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414675

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caliber Holdings Corporation		02/01/2017	Corporation: DELAWARE
Caliber Bodyworks of Nevada, Inc.		02/01/2017	Corporation: DELAWARE
Caliber Bodyworks of Arizona, Inc.		02/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon St., Mail Code NC1-001-05-45
Internal Address:	Attn: MAC Legal
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4534265	CALIBER COLLISION
Serial Number:	85727582	CALIBER COLLISION
Registration Number:	4534267	CALIBER COLLISION
Registration Number:	4534266	CALIBER COLLISION
Registration Number:	1770871	CALIBER COLLISION CENTERS
Registration Number:	2270592	CALIBER COLLISION CENTERS
Registration Number:	4141222	
Registration Number:	4463742	
Registration Number:	4075215	RESTORING THE RHYTHM OF YOUR LIFE
Registration Number:	2488260	9 1 1 COLLISION CENTERS
Serial Number:	86861639	CALIBER COLLISION EXPRESS
Serial Number:	86861642	CALIBER COLLISION EXPRESS
Serial Number:	85226716	C.A.R.S.
Serial Number:	78367071	CALIBERCARE
Registration Number:	2708662	CALIBEREXPRESS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85226631	CALIBER ADVANCED REPAIR SYSTEM

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/02/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of February 1, 2017, (this “**Agreement**”), among Caliber Holdings Corporation, Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc. and any future party to the Security Agreement (as defined below) that executes a Trademark Security Agreement Supplement substantially in the form of Exhibit A (each, a “**Grantor**”) and Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to CH Hold Corp., a Delaware corporation (the “**Borrower**”), subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, OPE Caliber Holdings Inc., a Delaware corporation (“**Holdings**”), the Lenders from time to time party thereto and Bank of America, N.A., in its capacity as the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill of the business symbolized by such Trademarks;
- C. the right to sue third parties for past, present and future infringements, dilution or violation of such Trademarks; and
- D. all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments

for past and future infringements, dilutions or violation of such Trademarks and rights corresponding to the foregoing;

in each case to the extent the foregoing items constitute Collateral (for the avoidance of any doubt, the grant hereby shall not be deemed or operate as a present assignment of title or ownership of such Trademark Collateral).

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Termination.** In connection with any termination or release pursuant to the Security Agreement, the Administrative Agent hereby acknowledges its obligations thereunder, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

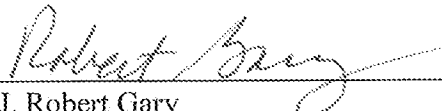
SECTION 5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

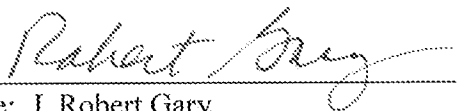
CALIBER HOLDINGS CORPORATION

as Grantor

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

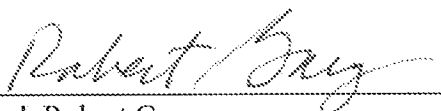
CALIBER BODYWORKS OF NEVADA, INC.

as Grantor

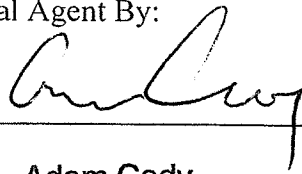
By: 
Name: J. Robert Gary
Title: Chief Financial Officer and Treasurer

CALIBER BODYWORKS OF ARIZONA, INC.

as Grantor

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

BANK OF AMERICA, N.A.,
as the Collateral Agent By:

By:  _____

Name:

Title: Adam Cady
Managing Director

SCHEDULE I

1. Trademarks:

Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Owner
CALIBER COLLISION & Design (horizontal, black background)	Registered	85/727,647	09/12/2012	4,534,265	May 20, 2014	Caliber Holdings Corporation
CALIBER COLLISION & Design (horizontal, white background)	Registered	85/727,582	09/12/2012	,585,075	August 12, 2014	Caliber Holdings Corporation
CALIBER COLLISION & Design (vertical, black background)	Registered	85/727,654	09/12/2012	4,534,267	May 20, 2014	Caliber Holdings Corporation
CALIBER COLLISION & Design (vertical, white background)	Registered	85/727,648	09/12/2012	4,534,266	May 20, 2014	Caliber Holdings Corporation
CALIBER COLLISION CENTERS	Registered	74/180,708	07/01/1991	1,770,871	05/11/1993	Caliber Holdings Corporation
CALIBER COLLISION CENTERS & Design	Registered	75/488,943	05/21/1998	2,270,592	08/17/1999	Caliber Holdings Corporation
Design (Color Wheel)	Registered	85/273,780	03/22/2011	4,141,222	05/15/2012	Caliber Holdings Corporation
Design (horizontal color bar)	Registered	85/727,572	09/12/2012	4,463,742	January 7, 2014	Caliber Holdings Corporation
RESTORING THE RHYTHM OF YOUR LIFE	Registered	85/197,486	12/14/2010	4,075,215	12/20/2011	Caliber Holdings Corporation
9 1 1 COLLISION CENTERS & Design	Registered	75/619,406	01/12/1999	2,488,260	09/11/2001	Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc.
Caliber Collision Express (color drawing)	Pending ITU	86/861,639	2/30/2015			Caliber Holdings Corporation

Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Owner
Caliber Collision Express (color drawing)	Pending	86/861,642	12/30/2015			Caliber Holdings Corporation
Desert Storm Delivery	Registered			563408		

Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Owner
C.A.R.S.	Abandoned	85/226,716	01/26/2011			Caliber Holdings Corporation
CALIBERCARE	Abandoned	78/367,071	02/12/2004			Caliber Holdings Corporation
CALIBEREXPRESS	Cancelled	76/322,539	10/09/2001	2,708,662	04/22/2003	Caliber Holdings Corporation
CALIBER ADVANCED REPAIR SYSTEM	Abandoned	85/226,631	01/26/2011			Caliber Holdings Corporation

Schedule I

13052041.2

RECORDED: 02/02/2017

TRADEMARK
REEL: 005982 FRAME: 0180