

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caliber Holdings Corporation		04/19/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	MAC Legal, Mail Code NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87378906	CALIBER COLLISION NON-DRIVE	
<b>Serial Number:</b>	87378910	CALIBER COLLISION NON-DRIVE	
<b>Serial Number:</b>	87378914	CALIBER COLLISION NON-DRIVE	
<b>Serial Number:</b>	87378918	CALIBER COLLISION NON-DRIVE	
<b>Serial Number:</b>	87378920	CALIBER COLLISION NON-DRIVE	
<b>Serial Number:</b>	87378903	CALIBER COLLISION NON-DRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	04/20/2017		

OP \$165.00 87378906

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Caliber Holdings Corporation

- Individual(s)                       Association  
 Partnership                       Limited Partnership

Corporation- State: DE

Other: \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 19, 2017

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other Second Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Attn: MAC Legal, Mail Code NC1-001-05-45,  
Street Address: 101 N. Tryon St.

City: Charlotte

State: NC

Country: USA                      Zip: 28255-0001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_  
Schedule I \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
Schedule I \_\_\_\_\_  
Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY                      Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

April 19, 2017  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of April 19, 2017 (this “**Trademark Security Agreement Supplement**”), among Caliber Holdings Corporation (the “**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, the Grantor and the Administrative Agent have entered into that certain Trademark Security Agreement, dated as of February 1, 2017. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

**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, the 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 the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

- A. the Trademark 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, dilution 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Trademark Security Agreement Supplement 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 the Grantor's reasonable request, to execute and deliver to the Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Additional Trademark Collateral under this Trademark Security Agreement Supplement.

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

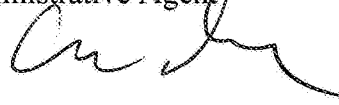
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement 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

BANK OF AMERICA, N.A.,  
as the Administrative Agent



By: \_\_\_\_\_

Name: Adam Cady

Title: Managing Director

**SCHEDULE I**

1. Trademark Applications:

<b>Applicant</b>	<b>Application Number</b>	<b>Trademark</b>
Caliber Holdings Corporation	87/378,906	CALIBER COLLISION NON-DRIVE (B&W Stacked)
Caliber Holdings Corporation	87/378,910	CALIBER COLLISION NON-DRIVE & Design (B&W, Horizontal)
Caliber Holdings Corporation	87/378,914	CALIBER COLLISION NON-DRIVE & Design (Color w/Black letters, stacked)
Caliber Holdings Corporation	87/378,918	CALIBER COLLISION NON-DRIVE & Design (Color w/White letters, stacked)
Caliber Holdings Corporation	87/378,920	CALIBER COLLISION NON-DRIVE & Design (Color Horizontal)
Caliber Holdings Corporation	87/378,903	CALIBER COLLISION NON-DRIVE