

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (6038 / Frame 0103)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/05/2019	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Caliber Holdings Corporation		
Street Address:	401 East Corporate Drive, Suite 150		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75057		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87378906	CALIBER COLLISION NON-DRIVE	
Serial Number:	87378910	CALIBER COLLISION NON-DRIVE	
Serial Number:	87378914	CALIBER COLLISION NON-DRIVE	
Serial Number:	87378918	CALIBER COLLISION NON-DRIVE	
Serial Number:	87378920	CALIBER COLLISION NON-DRIVE	
Serial Number:	87378903	CALIBER COLLISION NON-DRIVE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	02/07/2019		

OP \$165.00 87378906

Total Attachments: 4

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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):

Bank of America, N.A.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 5, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other Release (Reel 6038 / Frame 0103)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Caliber Holdings Corporation

Street Address: 401 East Corporate Drive, Suite 150

City: Lewisville

State: TX

Country: USA Zip: 75057

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship USA

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

see attached Schedule A

B. Trademark Registration No.(s)

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: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 16270.1075 (2L)

Email Address: dka@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:



Signature

February 5, 2019

Date

Doris Ka

Name of Person Signing

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

4

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

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 5, 2019 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Administrative Agent (the “Agent”), in favor of the Grantor (as defined below).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of February 1, 2017, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Caliber Holdings Corporation (the “Grantor”) executed and delivered a Trademark Security Agreement Supplement, dated as of April 19, 2017, which was recorded at the United States Patent and Trademark Office on April 20, 2017 at Reel/Frame 6038/0103. (the “Second Lien Trademark Security Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Second Lien Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule A attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreement or the Second Lien Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.

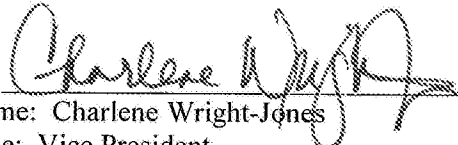
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Administrative Agent for the
Secured Parties**

By: 
Name: Charlene Wright-Jones
Title: Vice President

Schedule A

Second Lien Trademark Security Agreement recorded April 20, 2017 at Reel/Frame 6038/0103

1. Trademark Applications:

Applicant	Application Number	Trademark
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