

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509084

| | | | |
|-----------------------------------|-------------------------------------|---------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release (Reel 5982 / Frame 0173) | | |
| 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 | | |
| Name: | Caliber Bodyworks of Nevada, Inc. | | |
| Street Address: | 401 East Corporate Drive, Suite 150 | | |
| City: | Lewisville | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75057 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Caliber Bodyworks of Arizona, Inc. | | |
| Street Address: | 401 East Corporate Drive, Suite 150 | | |
| City: | Lewisville | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75057 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4534265 | CALIBER COLLISION | |
| Registration Number: | 4585075 | 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 | | |

OP \$415.00 4534265

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------------|
| Registration Number: | 4463742 | |
| Registration Number: | 4075215 | RESTORING THE RHYTHM OF YOUR LIFE |
| Registration Number: | 2488260 | 9 1 1 COLLISION CENTERS |
| Serial Number: | 86861642 | CALIBER COLLISION EXPRESS |
| Serial Number: | 85226716 | C.A.R.S. |
| Serial Number: | 78367071 | CALIBERCARE |
| Registration Number: | 2708662 | CALIBEREXPRESS |
| Serial Number: | 85226631 | CALIBER ADVANCED REPAIR SYSTEM |
| Serial Number: | 86861639 | CALIBER COLLISION EXPRESS |

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: 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 |

Total Attachments: 5

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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)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

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
- Security Agreement
- Other Release (Reel 5982 / Frame 0173)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____ 1. Caliber Holdings Corporation
 _____ 2. Caliber Bodyworks of Nevada, Inc.
 Street Address: _____ 3. Caliber Bodyworks of Arizona, Inc.
 _____ 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)

see attached Schedule A

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:

17

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:

5

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 Grantors (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 Grantors 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, Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc. (each, a "Grantor" and, collectively, the "Grantors") executed and delivered a Trademark Security Agreement, dated as of February 1, 2017, which was recorded at the United States Patent and Trademark Office on February 2, 2017 at Reel/Frame 5982/0173 (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 each applicable Grantor.

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

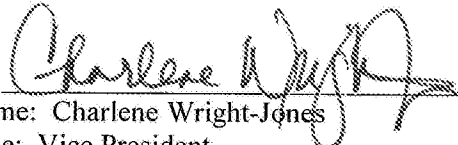
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably 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

[Caliber – Signature Page to Second Lien Trademark Release]

**TRADEMARK
REEL: 006553 FRAME: 0902**

Schedule A

Second Lien Trademark Security Agreement recorded February 2, 2017 at Reel/Frame
5982/0173

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 | 4,585,075 | 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. |

| Title | Case Status | Appl. No. | Appl. Date | Reg. No. | Registration Date | Owner |
|--|--------------------|------------------|-------------------|-----------------|--------------------------|------------------------------|
| Caliber Collision Express (color drawing) | Pending ITU | 86/861,639 | 2/30/2015 | | | Caliber Holdings Corporation |
| 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 |