

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509268

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caliber Holdings Corporation		02/05/2019	Corporation: DELAWARE
Caliber Bodyworks of Nevada, Inc.		02/05/2019	Corporation: DELAWARE
Caliber Bodyworks of Arizona, Inc.		02/05/2019	Corporation: DELAWARE
ABRA Automotive Systems LP		02/05/2019	Limited Partnership: DELAWARE
ABRA Auto Body & Glass LP		02/05/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 North Tryon Street, 5th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 31

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:	4463742	
Registration Number:	4075215	RESTORING THE RHYTHM OF YOUR LIFE
Registration Number:	2488260	9 1 1 COLLISION CENTERS
Registration Number:	5530664	CALIBER COLLISION EXPRESS
Registration Number:	5220859	CALIBER COLLISION EXPRESS
Registration Number:	5327510	CALIBER COLLISION NON-DRIVE
Registration Number:	5327511	CALIBER COLLISION NON-DRIVE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5327512	CALIBER COLLISION NON-DRIVE
Registration Number:	5327514	CALIBER COLLISION NON-DRIVE
Registration Number:	5327515	CALIBER COLLISION NON-DRIVE
Registration Number:	5327516	CALIBER COLLISION NON-DRIVE
Serial Number:	88178530	CALIBER COLLISION
Registration Number:	2677946	ABRA
Registration Number:	2677947	ABRA
Registration Number:	1371738	ABRA
Registration Number:	5482722	ABRA
Registration Number:	5505264	AUTO BODY REPAIR OF AMERICA
Registration Number:	4380178	CAR REPAIR FROM PEOPLE WHO CARE
Registration Number:	2184887	COLLISION MAX
Registration Number:	1594561	COLLISION PLUS
Registration Number:	3123534	GLASSMAX
Registration Number:	3526392	LEHMAN'S GARAGE
Registration Number:	4684505	METAL OF HONOR
Registration Number:	4108932	RIGHT THE FIRST TIME, ON TIME.
Registration Number:	4380174	TRUE QUALITY

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:	02/08/2019

Total Attachments: 10

source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page1.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page2.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page3.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page4.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page5.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page6.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page7.tif
source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page8.tif

source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page9.tif

source=b13. Clyde - First Lien Trademark Security Agreement [Executed]#page10.tif

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):

see attached addendum

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 5, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

Street Address: 101 North Tryon Street, 5th Floor

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank 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, Legal Assistant

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: 08061.1659 (1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

31


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

January 6, 2019
Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **10**

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
REEL: 006555 FRAME: 0622**

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Conveying Parties

	Entity	Address	Type of Entity	Jurisdiction
1.	Caliber Holdings Corporation	401 East Corporate Drive, Suite 150 Lewisville, TX 75057	Corporation	Delaware
2.	Caliber Bodyworks of Nevada, Inc. Caliber Bodyworks of Arizona, Inc.	401 East Corporate Drive, Suite 150 Lewisville, TX 75057	Corporation	Delaware
3.	ABRA Automotive Systems LP	7225 Northland Drive, Suite 210 Brooklyn Park, MN 55428	Limited Partnership	Delaware
4.	ABRA Auto Body & Glass LP	7225 Northland Drive, Suite 210 Brooklyn Park, MN 55428	Limited Partnership	Delaware

ITEM 2

Receiving Party

	Entity	Address	Type of Entity	Jurisdiction
1.	Bank of America, N.A., as Collateral Agent	101 North Tryon Street, 5th Floor Charlotte, NC 28255-0001	Bank	USA

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”), dated as of February 5, 2019 among the Persons listed on the signature pages hereof (the “Grantors”), and BANK OF AMERICA, N.A., as collateral agent (in such capacity, together with its successors, assigns, designees and subagents in such capacity, the “Collateral Agent”).

A. Reference is made to that certain First Lien Security Agreement, dated as of February 5, 2019 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Security Agreement”), among WAND NEWCO 2, INC., a Delaware corporation, as Holdings (“Holdings”), WAND NEWCO 3, INC., a Delaware corporation, as the Borrower (the “Borrower”), the Co-Borrowers from time to time party thereto, each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals hereto) shall have the meanings assigned to such terms in the First Lien Security Agreement and the rules of construction and other interpretive provisions applicable thereto (including with respect to terms defined in the preamble and recitals hereto), shall apply to this First Lien Trademark Security Agreement.

C. Pursuant to Section 4.4(e) of the First Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this First Lien Trademark Security Agreement for recording the Security Interest granted under the First Lien Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Collateral”) as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

- (i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth on Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition of any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this First Lien Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the First Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer to record this First Lien Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This First Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this First Lien Trademark Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed by one or more of the parties to this First Lien Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this First Lien Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the First Lien Security Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the First Lien Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the First Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien Trademark Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

**CALIBER HOLDINGS
CORPORATION**

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

**CALIBER BODYWORKS OF NEVADA
INC.**

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

**CALIBER BODYWORKS OF
ARIZONA INC.**

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

ABRA AUTOMOTIVE SYSTEMS LP

By:

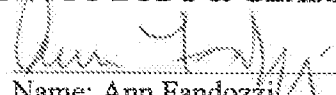


Name: Ann Fandozzi

Title: President, Chief Executive
Officer

ABRA AUTO BODY & GLASS LP

By:

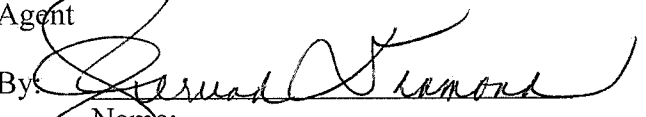


Name: Ann Fandozzi

Title: President, Chief Executive
Officer

BANK OF AMERICA, N.A., as Collateral
Agent

By:



Name: Gerund Diamond
Title: Vice President

SCHEDULE A TO THE
FIRST LIEN TRADEMARK
SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No.	Registration No.	Owner
CALIBER COLLISION & Design (horizontal, black background)	85/727,647	4,534,265	Caliber Holdings Corporation
CALIBER COLLISION & Design (horizontal, white background)	85/727,582	4,585,075	Caliber Holdings Corporation
CALIBER COLLISION & Design (vertical, black background)	85/727,654	4,534,267	Caliber Holdings Corporation
CALIBER COLLISION & Design (vertical, white background)	85/727,648	4,534,266	Caliber Holdings Corporation
CALIBER COLLISION CENTERS	74/180,708	1,770,871	Caliber Holdings Corporation
CALIBER COLLISION CENTERS & Design	75/488,943	2,270,592	Caliber Holdings Corporation
Design (horizontal color bar)	85/727,572	4,463,742	Caliber Holdings Corporation
RESTORING THE RHYTHM OF YOUR LIFE	85/197,486	4,075,215	Caliber Holdings Corporation
9 1 1 COLLISION CENTERS & Design	75/619,406	2,488,260	Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc.
Caliber Collision Express (color drawing)	86/861,639	5,530,664	Caliber Holdings Corporation
Caliber Collision Express (color drawing)	86/861,642	5,220,859	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE	87/378,903	5,327,510	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE (B&W Stacked)	87/378,906	5,327,511	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE (B&W Horizontal)	87/378,910	5,327,512	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE (Color w/Black letters, stacked)	87/378,914	5,327,514	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE (Color w/White letters, stacked)	87/378,918	5,327,515	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE (Color Horizontal)	87/378,920	5,327,516	Caliber Holdings Corporation
CALIBER COLLISION	88/178,530	N/A	Caliber Holdings Corporation
ABRA	76/402,681	2,677,946	ABRA Automotive Systems LP
ABRA	76/402,682	2,677,947	ABRA Automotive Systems LP
ABRA	73/538,649	1,371,738	ABRA Automotive Systems LP
abra	87/580,953	5,482,722	ABRA Automotive Systems LP
AUTO BODY REPAIR OF AMERICA	87/859,753	5,505,264	ABRA Automotive Systems LP
Car Repair From People Who Care	85/813,790	4,380,178	ABRA Auto Body & Glass LP

Trademark	App. No.	Registration No.	Owner
COLLISION MAX	75/209,495	2,184,887	ABRA Auto Body & Glass LP
COLLISION PLUS	73/820,286	1,594,561	ABRA Auto Body & Glass LP
GLASSMAX	78/692,330	3,123,534	ABRA Auto Body & Glass LP
LEHMAN's GARAGE	77/241,169	3,526,392	ABRA Auto Body & Glass LP
METAL OF HONOR	86/316,006	4,684,505	ABRA Auto Body & Glass LP
Right the First Time, On Time.	85/428,358	4,108,932	ABRA Automotive Systems LP
True Quality	85/813,761	4,380,174	ABRA Auto Body & Glass LP