

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caliber Holdings Corporation		05/14/2020	Corporation: DELAWARE
Caliber Bodyworks of Nevada, Inc.		05/14/2020	Corporation: DELAWARE
Caliber Bodyworks Arizona, Inc.		05/14/2020	Corporation: DELAWARE
ABRA Auto Body & Glass LP		05/14/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25

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:	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
Registration Number:	5327512	CALIBER COLLISION NON-DRIVE
Registration Number:	5327514	CALIBER COLLISION NON-DRIVE

CH \$640.00 4534265

Property Type	Number	Word Mark
Registration Number:	5327515	CALIBER COLLISION NON-DRIVE
Registration Number:	5327516	CALIBER COLLISION NON-DRIVE
Registration Number:	5676152	CALIBER ACADEMY
Registration Number:	5771367	PT
Registration Number:	5777460	PT
Registration Number:	5786403	CALIBER COLLISION
Registration Number:	2184887	COLLISION MAX
Registration Number:	1594561	COLLISION PLUS
Registration Number:	3123534	GLASSMAX
Registration Number:	3526392	LEHMAN'S GARAGE
Serial Number:	88768798	CALIBER AUTO GLASS

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00174
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/18/2020

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”), dated as of May 14, 2020, among the Persons listed on the signature pages hereof (the “Grantors”), and U.S. BANK NATIONAL ASSOCIATION, 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 May 14, 2020 (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 Issuer (the “Issuer”), the Co-Issuers, each of the subsidiaries of the Issuer 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 each Grantor shall be given to it in care of the Issuer at the Issuer’s address set forth in Section 13.01 of the Indenture (whether or not then in effect).

SECTION 9. Expenses. To the extent the Issuer would be required to do so pursuant to Section 7.07 of the Indenture (whether or not then in effect), 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.

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,
as Grantor

By: _____
Name: Gregory M. Nichols
Title: Chief Administrative Officer, General Counsel and Secretary

CALIBER BODYWORKS OF NEVADA, INC.,
as Grantor

By: _____
Name: Gregory M. Nichols
Title: Chief Administrative Officer, General Counsel and Secretary

CALIBER BODYWORKS OF ARIZONA, INC.,
as Grantor

By: _____
Name: Gregory M. Nichols
Title: Chief Administrative Officer, General Counsel and Secretary

ABRA AUTO BODY & GLASS LP,
as Grantor

By: _____
Name: Gregory M. Nichols
Title: Chief Administrative Officer, General Counsel and Secretary

[Signature Page to First Lien Trademark Security Agreement]

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, as Grantor

By: _____
Name:
Title:

CALIBER BODYWORKS OF NEVADA, INC., as Grantor

By: _____
Name:
Title:

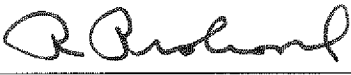
CALIBER BODYWORKS OF ARIZONA, INC., as Grantor

By: _____
Name:
Title:

ABRA AUTO BODY & GLASS LP, as Grantor

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By:  _____
Name: Richard Prokosch
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
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 & Design (white & green)	86/861,639	5,530,664	Caliber Holdings Corporation
CALIBER COLLISION EXPRESS & Design (black & green)	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 & Design (B&W Horizontal)	87/378,910	5,327,512	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE & Design (Color w/Black letters, stacked)	87/378,914	5,327,514	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE & Design (Color w/White letters, stacked)	87/378,918	5,327,515	Caliber Holdings Corporation
CALIBER COLLISION NON-DRIVE & Design (Color Horizontal)	87/378,920	5,327,516	Caliber Holdings Corporation
CALIBER ACADEMY & Design (horizontal, white)	87/616,115	5,676,152	Caliber Holdings Corporation
PT & Design (b&w ProTech logo)	88/036,866	5,771,367	Caliber Holdings Corporation
PT & Design (color ProTech logo)	88/036,881	5,777,460	Caliber Holdings Corporation
CALIBER COLLISION	88/178,530	5,786,403	Caliber Holdings Corporation
CALIBER AUTO GLASS	88/768,798	N/A	Caliber Holdings Corporation
COLLISION MAX	75/209,495	2,184,887	ABRA Auto Body & Glass LP
COLLISION PLUS & Design	73/820,286	1,594,561	ABRA Auto Body & Glass LP
GLASSMAX	78/692,330	3,123,534	ABRA Auto Body & Glass LP

Trademark	App. No.	Registration No.	Owner
LEHMAN'S GARAGE	77/241,169	3,526,392	ABRA Auto Body & Glass LP