

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caliber Holdings Corporation		08/11/2020	Corporation: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	88895951	CALIBER AUTO GLASS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	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:	08/13/2020		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”), dated as of August 11, 2020, among the Person listed on the signature page hereof (the “Grantor”), 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 the Grantor agree as follows:

SECTION 1. Grant of Security. The 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 the 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 the 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 the 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 the Grantor.

SECTION 3. Recordation. The 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. The 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.

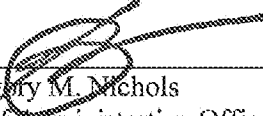
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the First Lien Security Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the Issuer at the Issuer’s address set forth in Section 13.01 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), the 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.

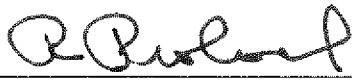
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

CALIBER HOLDINGS CORPORATION

By: _____


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

**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 AUTO GLASS	88/895,951	N/A	Caliber Holdings Corporation