

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALIBER HOLDINGS LLC		08/04/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Mail Code: NC1-001-04-39		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90285111	CALIBER AUTO CARE	
Serial Number:	90285116	CALIBER AUTO CARE	
Serial Number:	90285128	CALIBER AUTO GLASS	
Serial Number:	88895935	CALIBER RESTORING THE RHYTHM OF YOUR LIF	
Serial Number:	97874845	CALIBER RESTORING YOU	
Serial Number:	97874852	CALIBER RESTORING YOU	
Serial Number:	90207159	CLEARING THE WAY FORWARD	
Serial Number:	90202889	GIVING LIVES THE ALL CLEAR	
Serial Number:	90285145	PT PROTECH AUTOMOTIVE SOLUTIONS	
Serial Number:	90285122	REIMAGINING CAR CARE	
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		

OP \$265.00 90285111

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 08/15/2023

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “First Lien Trademark Security Agreement”), dated as of August 4, 2023, among the Person listed on the signature pages hereof (the “Grantor”), 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, 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, the 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 the 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 Register of Copyrights, the Commissioner for Patents and 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 in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and "pdf") and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This First Lien Trademark Security Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this First Lien Trademark Security Agreement (each a "Communication"), may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same First Lien Trademark Security Agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by any of the parties hereto of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

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 Borrower at the Borrower's address set forth in Section 13.2 of the First Lien Credit Agreement (whether or not then in effect).

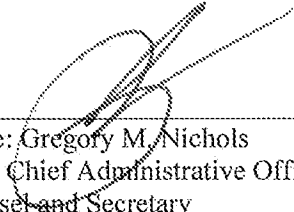
SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the First Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantor agrees to reimburse the Collateral Agent for its reasonable 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.

[Signature Pages Follow]

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 LLC,
as Grantor

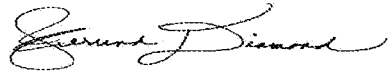
By: _____


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

[Signature Page to First Lien Trademark Supplement]

TRADEMARK
REEL: 008168 FRAME: 0743


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

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Caliber Holdings LLC	CALIBER AUTO CARE & Design CALIBER AUTO CARE	90285111	10/28/2020	6680613	03/22/2022
2.	Caliber Holdings LLC	CALIBER AUTO CARE & Design CALIBER AUTO CARE	90285116	10/28/2020	7019530	04/04/2023
3.	Caliber Holdings LLC	CALIBER AUTO GLASS & Design CALIBER AUTO GLASS	90285128	10/28/2020	6853201	09/20/2022
4.	Caliber Holdings LLC	CALIBER RESTORING THE RHYTHM OF YOUR LIFE & Design CALIBER RESTORING THE RHYTHM OF YOUR LIFE	88895935	04/30/2020	6623245	01/18/2022
5.	Caliber Holdings LLC	CALIBER RESTORING YOU & Design CALIBER RESTORING YOU	97874845	04/05/2023		
6.	Caliber Holdings LLC	CALIBER RESTORING YOU & Design CALIBER RESTORING YOU	97874852	04/05/2023		
7.	Caliber Holdings LLC	CLEARING THE WAY FORWARD	90207159	09/24/2020	6495021	09/21/2021
8.	Caliber Holdings LLC	GIVING LIVES THE ALL CLEAR	90202889	09/23/2020	6603975	12/28/2021

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
9.	Caliber Holdings LLC	PT PROTECH AUTOMOTIVE SOLUTIONS & Design 	90285145	10/28/2020	6687825	03/29/2022
10.	Caliber Holdings LLC	REIMAGINING CAR CARE	90285122	10/28/2020	6680614	03/22/2022