

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Three C Body Shop, Inc.		01/29/2024	Corporation: OHIO
CollisionRight, LLC		01/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2769079	THREE-C	
Registration Number:	4392066		
Registration Number:	4399293	THE FINEST IN COLLISION REPAIR	
Registration Number:	4470098	LIBERTY COLLISION CENTER	
Registration Number:	5889672	LC	
Registration Number:	5891346	MAKING CARS GREAT AGAIN	
Registration Number:	5133329	YOUR CAR CANBY NEW AGAIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2245767 TM		

OP \$190.00 2769079

NAME OF SUBMITTER:	Karen Cottrell
SIGNATURE:	/Karen Cottrell/
DATE SIGNED:	01/29/2024
Total Attachments: 5 source=TSA for Filing#page3.tif source=TSA for Filing#page4.tif source=TSA for Filing#page5.tif source=TSA for Filing#page6.tif source=TSA for Filing#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2024, made by Three C Body Shop, Inc. an Ohio corporation, and CollisionRight, LLC, a Delaware limited liability company (collectively the “Grantors” and each a “Grantor”), in favor of Golub Capital Markets LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of January 29, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Collision SP Midco, Inc., a Delaware corporation (“Holdings”), Collision SP Bidco, LLC, a Delaware limited liability company (the “Initial Borrower”), prior to the consummation of the Merger, COP CollisionRight Parent, LLC (to be renamed Collision SP Subco, LLC upon consummation of the Merger), a Delaware limited liability company (the “Borrower”), from and after the consummation of the Merger, Golub Capital Markets LLC as Administrative Agent and as Collateral Agent under the Loan Documents and as an L/C Issuer, and each Lender from time to time party thereto.

WHEREAS, each Grantor is party to a Security Agreement, dated as of January 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of each respective Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral, including those listed on Schedule I hereto, together with any and all (i) rights and privileges arising under applicable Laws with respect to the use of any such Trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions and other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions and other violations thereof (the “Trademark Collateral”). Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means. Section 10.12 of the Credit Agreement is incorporated herein as if set forth herein. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, restated, amended and restated, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THREE C BODY SHOP, INC.,
as Grantor

By: 
Name: Rich Harrison
Title: Chief Executive Officer

COLLISIONRIGHT, LLC,
as Grantor

By: 
Name: Rich Harrison
Title: Chief Executive Officer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008330 FRAME: 0608

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registered owner/Grantor	Trademark	Registration No. or Application No.
Three-C Body Shop, Inc. ¹	THREE-C	2769079
Three-C Body Shops, Inc. ²	Design	4392066
Three-C Body Shops, Inc. ³	THE FINEST IN COLLISION REPAIR	4399293
COLLISIONRIGHT, LLC	LIBERTY COLLISION CENTER	4470098
COLLISIONRIGHT, LLC	LC	5889672
COLLISIONRIGHT, LLC	MAKING CARS GREAT AGAIN	5891346
COLLISIONRIGHT, LLC	YOUR CAR CANBY NEW AGAIN	5133329

¹ Corrective name change to “Three C Body Shop, Inc.” to be filed with the USPTO post-closing.

² Corrective name change to “Three C Body Shop, Inc.” to be filed with the USPTO post-closing.

³ Corrective name change to “Three C Body Shop, Inc.” to be filed with the USPTO post-closing.