

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caliber Holdings LLC		01/30/2024	Limited Liability Company: DELAWARE
ABRA Auto Body & Glass LLC (formerly ABRA Auto Body & Glass LP)		01/30/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Notes Collateral Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	3123534	GLASSMAX	
Registration Number:	2184887	COLLISION MAX	
Registration Number:	3526392	LEHMAN'S GARAGE	
Registration Number:	4534265	CALIBER COLLISION	
Registration Number:	4534266	CALIBER COLLISION	
Registration Number:	4534267	CALIBER COLLISION	
Registration Number:	5786403	CALIBER COLLISION	
Registration Number:	6160197	CALIBER AUTO GLASS	
Registration Number:	6853201	CALIBER AUTO GLASS	
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	
Registration Number:	5327515	CALIBER COLLISION NON-DRIVE	

OP \$965.00 3123534

Property Type	Number	Word Mark
Registration Number:	5327516	CALIBER COLLISION NON-DRIVE
Registration Number:	6623245	CALIBER RESTORING THE RHYTHM OF YOUR LIF
Registration Number:	6680613	CALIBER AUTO CARE
Registration Number:	7019530	CALIBER AUTO CARE
Registration Number:	5676152	CALIBER ACADEMY
Registration Number:	6603975	GIVING LIVES THE ALL CLEAR
Registration Number:	6495021	CLEARING THE WAY FORWARD
Registration Number:	4075215	RESTORING THE RHYTHM OF YOUR LIFE
Registration Number:	6680614	REIMAGINING CAR CARE
Registration Number:	6020061	ENRICHING THE LIVES OF OTHERS!
Registration Number:	4463742	
Registration Number:	5771367	PT
Registration Number:	5777460	PT
Registration Number:	7151333	PT PROTECH AUTOMOTIVE SOLUTIONS
Registration Number:	6687825	PT PROTECH AUTOMOTIVE SOLUTIONS
Registration Number:	5549381	SERVICE FIRST AUTOMOTIVE CENTERS
Registration Number:	5549382	SERVICE FIRST AUTOMOTIVE CENTERS
Registration Number:	5549386	SERVICE FIRST AUTOMOTIVE CENTERS
Serial Number:	97874845	CALIBER RESTORING YOU
Serial Number:	97874852	CALIBER RESTORING YOU
Serial Number:	85727582	CALIBER COLLISION
Serial Number:	98155833	RESTORING YOU

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: 8007130755

Email: Ted.mulligan@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:	01/31/2024

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 30, 2024 (this “Agreement”), among each of the Persons listed on the signature pages hereof (each a “Grantor”) and U.S. Bank Trust Company, National Association in its capacity as Notes Collateral Agent for the Secured Parties party to the Indenture referred to below (in such capacity, the “Notes Collateral Agent”).

WHEREAS, reference is made to (a) the Indenture dated as of January 30, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among WAND NEWCO 3, INC., a Delaware corporation (the “Issuer”), the Guarantors party thereto and U.S. Bank Trust Company, National Association, as Trustee and Notes Collateral Agent and (b) the Security Agreement dated as of January 30, 2024 (the “Security Agreement”), by and among the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Notes Collateral Agent;

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS 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 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE NOTES COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES

PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER NOTES DOCUMENT TO DELIVER COLLATERAL TO THE NOTES COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT AS BAILEE OF, AND BEHALF OF, THE NOTES COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

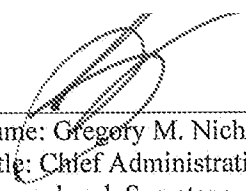
SECTION 7. Concerning the Notes Collateral Agent. U.S. Bank Trust Company, National Association is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture and the Security Agreement as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

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

**CALIBER HOLDINGS LLC
ABRA AUTO BODY & GLASS LLC**

By: _____


Name: Gregory M. Nichols

Title: Chief Administrative Officer, General
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008334 FRAME: 0122**

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as the Notes Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark	App. No.	Registration No.	Owner
GLASSMAX	78/692,330	3,123,534	ABRA Auto Body & Glass LP
COLLISION MAX	75/209,495	2,184,887	ABRA Auto Body & Glass LP
LEHMAN'S GARAGE	77/241,169	3,526,392	ABRA Auto Body & Glass LP
CALIBER RESTORING YOU	97/874,845	Pending	Caliber Holdings LLC
CALIBER RESTORING YOU	97/874,852	Pending	Caliber Holdings LLC
CALIBER COLLISION	85/727,582	Pending	Caliber Holdings LLC
CALIBER COLLISION	85/727,647	4,534,265	Caliber Holdings LLC
CALIBER COLLISION	85/727,648	4,534,266	Caliber Holdings LLC
CALIBER COLLISION	85/727,654	4,534,267	Caliber Holdings LLC
CALIBER COLLISION	88/178,530	5,786,403	Caliber Holdings LLC
CALIBER AUTO GLASS	88/768,798	6,160,197	Caliber Holdings LLC
CALIBER AUTO GLASS	90/285,128	6,853,201	Caliber Holdings LLC
CALIBER COLLISION EXPRESS	86/861,639	5,530,664	Caliber Holdings LLC
CALIBER COLLISION EXPRESS	86/861,642	5,220,859	Caliber Holdings LLC
CALIBER COLLISION NON-DRIVE	87/378,903	5,327,510	Caliber Holdings LLC
CALIBER COLLISION NON-DRIVE	87/378,906	5,327,511	Caliber Holdings LLC
CALIBER COLLISION NON-DRIVE	87/378,910	5,327,512	Caliber Holdings LLC
CALIBER COLLISION NON-DRIVE	87/378,914	5,327,514	Caliber Holdings LLC
CALIBER COLLISION NON-DRIVE	87/378,918	5,327,515	Caliber Holdings LLC
CALIBER COLLISION NON-DRIVE	87/378,920	5,327,516	Caliber Holdings LLC
CALIBER RESTORING THE RHYTHM OF YOUR LIFE	88/895,935	6,623,245	Caliber Holdings LLC
CALIBER AUTO CARE	90/285,111	6,680,613	Caliber Holdings LLC
CALIBER AUTO CARE	90/285,116	7,019,530	Caliber Holdings LLC
CALIBER ACADEMY	87/616,115	5,676,152	Caliber Holdings LLC
GIVING LIVES THE ALL CLEAR RESTORING YOU	90/202,889	6,603,975	Caliber Holdings LLC
CLEARING THE WAY FORWARD	98/155,833	Pending	Caliber Holdings LLC
RESTORING THE RHYTHM OF YOUR LIFE	90/207,159	6,495,021	Caliber Holdings LLC
REIMAGINING CAR CARE	85/197,486	4,075,215	Caliber Holdings LLC
ENRICHING THE LIVES OF OTHERS	90/285,122	6,680,614	Caliber Holdings LLC
DESIGN ONLY	88/271,384	6,020,061	Caliber Holdings LLC
PT	85/727,572	4,463,742	Caliber Holdings LLC
PT	88/036,866	5,771,367	Caliber Holdings LLC
PT	88/036,881	5,777,460	Caliber Holdings LLC
PT PROTECH AUTOMOTIVE SOLUTIONS	90/285,142	7,151,333	Caliber Holdings LLC
PT PROTECH AUTOMOTIVE SOLUTIONS	90/285,145	6,687,825	Caliber Holdings LLC
SERVICE FIRST AUTOMOTIVE CENTERS	87/715,411	5,549,381	Caliber Holdings LLC

Trademark	App. No.	Registration No.	Owner
SERVICE FIRST AUTOMOTIVE CENTERS	87/715,418	5,549,382	Caliber Holdings LLC
SERVICE FIRST AUTOMOTIVE CENTERS	87/715,523	5,549,386	Caliber Holdings LLC