

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI47448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERVICE KING PAINT & BODY, LLC		02/23/2024	Limited Liability Company: TEXAS
CRASH CHAMPIONS, LLC		02/23/2024	Limited Liability Company: ILLINOIS
AUTOMOTIVE TECHNOLOGY EXPERTS, LLC		02/23/2024	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	77356843	SERVICE KING	
Serial Number:	77356849	SERVICE KING COLLISION REPAIR CENTERS	
Serial Number:	86022031	SERVICEKING COLLISION REPAIR CENTER	
Serial Number:	86022039	SERVICEKING COLLISION REPAIR CENTERS	
Serial Number:	87682843	PRO MODEL	
Serial Number:	88512191	SERVICE KING COLLISON	
Serial Number:	88512223	SERVICE KING COLLISION	
Serial Number:	88512251	SERVICE KING COLLISION	
Serial Number:	97363469	CRASH CHAMPIONS	
Serial Number:	97363475	CC CRASHCHAMPIONS COLLISION REPAIR TEAM	
Serial Number:	97369286	CHAMPIONS DO MORE	
Serial Number:	97363756	AUTOMOTIVE TECHNOLOGY EXPERTS	
Serial Number:	97363830	AUTOMOTIVE TECHNOLOGY EXPERTS	
Serial Number:	97777582	CC	

OP \$440.00.00 77356843

Property Type	Number	Word Mark
Serial Number:	97829226	WE BELIEVE THE DIFFERENCE IS TRUST
Registration Number:	3480024	SERVICE KING
Serial Number:	88512241	

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington , DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2273853ks

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 02/23/2024

Total Attachments: 11

- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page1.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page2.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page3.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page4.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page5.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page6.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page7.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page8.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page9.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page10.tif
- source=Trademarks Crash - Bonds IPSA -Agreement Executed#page11.tif

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 23, 2024, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as notes collateral agent (in such capacity, the “Notes Collateral Agent”) for the Notes Secured Parties (as defined in the Indenture referred to below).

WHEREAS, CHAMPIONS FINANCING, INC., a Delaware corporation (the “Issuer”) and the guarantors party thereto from time to time, have entered into the Indenture dated as of February 23, 2024 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Indenture”), with WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee, and the Notes Collateral Agent. Capitalized terms defined in the Indenture or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, the Indenture required that each Grantor execute and deliver that certain Security Agreement, dated as of February 23, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Notes Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Notes Collateral Agent (and its successors and permitted assigns), for the benefit of the Notes Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);
- b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Note Documents (as such Note Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Notes Secured Party under the Note Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Grantor.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the 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 Notes Collateral Agent with respect to the Collateral are more fully set forth in the 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

E. Governing Law; Jurisdiction; Etc. Sections 13.7, 13.8 and 13.9 of the Indenture are hereby incorporated by reference, mutatis mutandis.

F. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, “Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or other record, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other similar state laws based on the Uniform Electronic Transactions Act; provided, that notwithstanding anything herein to the contrary, the Notes Collateral Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless reasonably agreed to by the Notes Collateral Agent pursuant to reasonable procedures approved by the Notes Collateral Agent.


G. Conflicts; Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Notes Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement (or any other intercreditor agreement to which the Notes Collateral Agent is party in respect of the Secured Obligations). In the event of any conflict between the terms of the Intercreditor Agreement (or such other intercreditor agreement) and the terms of this IP Security Agreement, the terms of such Intercreditor Agreement (or such other intercreditor agreement) shall govern and control. Notwithstanding anything herein to the contrary, prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement) that are Initial Credit Agreement Obligations (as defined in the Intercreditor Agreement) or other First Lien Obligations that constitute the largest outstanding principal amount of any then outstanding Series (as defined in the Intercreditor Agreement) of First Lien Obligations (as defined in the Intercreditor Agreement) with respect to Shared Collateral, the requirements of this IP Security Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Notes Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the Applicable Collateral Agent (as defined in the Intercreditor Agreement) (as bailee for the Notes Collateral Agent) as provided in the Intercreditor Agreement.

H. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this IP Security Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Notes Collateral Agent under the Indenture and the Security Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor and the Notes Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SERVICE KING PAINT & BODY, LLC

By: 


Name: Matthew Ebert
Title: Chief Executive Officer

CRASH CHAMPIONS, LLC

By: 

Name: Matthew Ebert
Title: Chief Executive Officer

AUTOMOTIVE TECHNOLOGY EXPERTS,
LLC

By: 

Name: Matthew Ebert
Title: Chief Executive Officer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent**

By: 
Name: Quinton M. DePompolo
Title: Assistant Vice President

Schedule A





Patents

Title	Jurisdiction	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
Automotive repair systems including handheld extruder	United States	15/630809 / 06/22/2017	9987807 / 06/05/2018	Active	SERVICE KING PAINT AND BODY, LLC
Automotive repair systems including three-dimensional (3D) printed attachment parts and methods of use	United States	15/630749 / 06/22/2017	10307976 / 06/04/2019	Active	SERVICE KING PAINT & BODY, LLC
Connector tab for a repair such as an automotive repair	United States	29/608552 / 06/22/2017	D824240 / 07/31/2018	Active	SERVICE KING PAINT & BODY, LLC
Connector tab for a repair such as an automotive repair	United States	29/608536 / 06/22/2017	D828143 / 09/11/2018	Active	Service King Paint & Body, LLC
Connector tab for a repair such as an automotive repair	United States	29/608569 / 06/22/2017	D833849 / 11/20/2018	Active	SERVICE KING PAINT & BODY, LLC

Schedule B

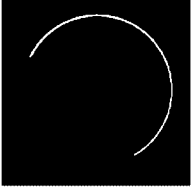
Trademarks

Registered Trademarks:

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SERVICE KING	United States	77356843 / 12/20/2007	3480013 / 8/5/2008	Live	Service King Paint & Body, LLC
SERVICE KING COLLISION REPAIR CENTERS	United States	77356849 / 12/20/2007	3480014 / 8/5/2008	Live	Service King Paint & Body, LLC
SERVICE KING 	United States	77357037 / 12/20/2007	3480024 / 8/5/2008	Live	Service King Paint & Body, LLC
SERVICEKING COLLISION REPAIR CENTER 	United States	86022031 / 7/29/2013	4623342 / 10/21/2014	Live	Service King Paint & Body, LLC
SERVICEKING COLLISION REPAIR CENTERS 	United States	86022039 / 7/29/2013	4528426 / 5/13/2014	Live	Service King Paint & Body, LLC
PRO MODEL  PRO MODEL	United States	87682843 / 11/13/2017	5728929 / 4/16/2019	Live	Service King Paint & Body, LLC
SERVICE KING COLLISON	United States	88512191 / 7/12/2019	5966834 / 1/21/2020	Live	Service King Paint & Body, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
SERVICE KING COLLISION 	United States	88512223 / 7/12/2019	5966836 / 1/21/2020	Live	Service King Paint & Body, LLC
	United States	88512241 / 7/12/2019	5966837 / 1/21/2020	Live	Service King Paint & Body, LLC
SERVICE KING COLLISION SERVICE KING • COLLISION	United States	88512251 / 7/12/2019	5966838 / 1/21/2020	Live	Service King Paint & Body, LLC
CRASH CHAMPIONS	United States	97363469 / 4/14/2022	7061438 / 5/23/2023	Live	CRASH CHAMPIONS, LLC
CC CRASHCHAMPIONS COLLISION REPAIR TEAM 	United States	97363475 / 4/14/2022	7061439 / 5/23/2023	Live	CRASH CHAMPIONS, LLC
CHAMPIONS DO MORE	United States	97369286 / 4/19/2022	7061791 / 5/23/2023	Live	CRASH CHAMPIONS, LLC
AUTOMOTIVE TECHNOLOGY EXPERTS	United States	97363756 / 4/14/2022	7290026 / 1/23/2024	Live	AUTOMOTIVE TECHNOLOGY EXPERTS, LLC
AUTOMOTIVE TECHNOLOGY EXPERTS 	United States	97363830 / 4/14/2022	7221453 / 11/21/2023	Live	AUTOMOTIVE TECHNOLOGY EXPERTS, LLC

Trademark Applications:

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
CC 	United States	97777582 / 2/2/2023	N/A	Live/Application/ Published for Opposition	CRASH CHAMPIONS, LLC
WE BELIEVE THE DIFFERENCE IS TRUST	United States	97829226 / 3/8/2023	N/A	Live/Application/ Under Examination	CRASH CHAMPIONS, LLC

Schedule C

Copyrights

Title	Registration No.	Registration Date	Current Owner of Record
Accucenter computer program for operating and managing a paint and body shop.	TXu001772662	2011-08-29	Service King Paint & Body, LLC