#### 900232292 08/29/2012

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Collision Services, Inc.		08/29/2012	CORPORATION: IOWA

### **RECEIVING PARTY DATA**

Name:	Northbrook Bank & Trust Company	
Street Address:	1100 Waukegan Rd.	
City:	Northbrook	
State/Country:	ILLINOIS	
Postal Code:	60062	
Entity Type:	Chartered Bank: ILLINOIS	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2997297	SHOP IN A BOX
Registration Number:	3495892	MIGHTY MOVER
Registration Number:	3495489	COLLISION SERVICES

### **CORRESPONDENCE DATA**

Fax Number: 3124607577

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 3124605577

Email: jsutherland@seyfarth.com

Correspondent Name: Julia K. Sutherland

131 South Dearborn St., Suite 2400 Address Line 1: Address Line 4: Chicago, ILLINOIS 60601-5577

ATTORNEY DOCKET NUMBER:	74313-4
NAME OF SUBMITTER:	Julia K. Sutherland

**TRADEMARK** REEL: 004852 FRAME: 0806

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Signature:	/Julia K. Sutherland/
Date:	08/29/2012
Total Attachments: 6 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif	

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REEL: 004852 FRAME: 0807

### PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of August **2** 2012, by COLLISION SERVICES, INC., an Iowa corporation ("<u>Grantor</u>"), in favor of NORTHBROOK BANK & TRUST COMPANY, in its capacity as administrative agent for the Lenders party to the Credit Agreement ("Administrative Agent").

#### **RECITALS**

- A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and/or its affiliates.
- B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.
- C. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications (other than intent-to-use trademark applications) and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <a href="Schedule 1">Schedule 1</a> annexed hereto, any trademark issued pursuant to a trademark application referred to in <a href="Schedule 1">Schedule 1</a> and any trademark licensed under any trademark license (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

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- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 2</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

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Each of the undersigned has caused this Patent and Trademark Security Agreement to leading executed and delivered as of the date first above written.		
GRANTOR:		
	COLLISION SERVICES, INC.	

By: Kenneth L. Ali
Chief Executive Officer

Acknowledged:

NORTHBROOK BANK & TRUST COMPANY, as the Administrative Agent

By: \_\_\_\_\_\_\_Nathan Margol, Senior Vice President

TRADEMARK REEL: 004852 FRAME: 0810

Each of the undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.

### **GRANTOR:**

	COLLISION SERVICES, INC.	
	Ву:	
•	Kenneth L. Ali	
	Chief Executive Officer	
	·	

Acknowledged:

NORTHBROOK BANK & TRUST COMPANY, as the Administrative Agent

By: Man / Care

Nathan Margol, Senior vice President

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REEL: 004852 FRAME: 0811

## SCHEDULE 1

to

## PATENT AND TRADEMARK SECURITY AGREEMENT

## **Trademarks and Trademark Applications**

### U.S. Trademark Registrations

Mark/Title	Date of Registration	Trademark Registration Number
Shop In A Box	09/20/2005	2997297
Mighty Mover	09/02/2008	3495892
Collision Services	09/02/2008	3495489

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# SCHEDULE 2

#### to

# PATENT AND TRADEMARK SECURITY AGREEMENT

# **Patents and Patent Applications**

Title Inventor(s)	Patent No.	Issue Date	Expiration Date
Door Alignment Tool	D513954	01/31/2006	01/31/2020
Drum Transport Cart	7281720	10/16/2007	5/16/2026
Versatile Auto Parts Cart	7815202	10/19/2010	12/14/2026
Vehicle Support System	5620192	04/15/1997	9/26/2014

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**RECORDED: 08/29/2012** 

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