

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		11/20/2013	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Caliber Bodyworks of Arizona, Inc.		
Street Address:	17771 Cowan Avenue		
Internal Address:	Ste 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
Name:	Caliber Bodyworks of Nevada, Inc.		
Street Address:	17771 Cowan Avenue		
Internal Address:	Ste 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2488260	9 1 1 COLLISION CENTERS	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127288000		
Email:	ipdept@willkie.com		

CH \$40.00 2488260

Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 110467.00022 KAW

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Kim A. Walker

Signature: /kaw-907/

Date: 11/22/2013

Total Attachments: 4
source=Caliber_ Trademark Release - Arizona_Nevada Executed#page1.tif
source=Caliber_ Trademark Release - Arizona_Nevada Executed#page2.tif
source=Caliber_ Trademark Release - Arizona_Nevada Executed#page3.tif
source=Caliber_ Trademark Release - Arizona_Nevada Executed#page4.tif

**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 20th day of November, 2013, by THE BANK OF NOVA SCOTIA, as administrative agent (the "Agent"), in favor of CALIBER BODYWORKS OF ARIZONA, INC., a Delaware corporation, and CALIBER BODYWORKS OF NEVADA, INC., a Delaware corporation (collectively, the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of October 31, 2008 (the "Security Agreement"), the Obligor granted to the Agent, for the benefit of the Secured Creditors, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Collateral Agreement, dated as of November 22, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 21, 2012 at Reel 4720/Frame 0225;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "Trademark Collateral," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with

any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

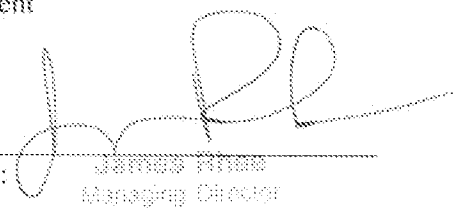
2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, including but not limited to the Security Interest that was recorded at Reel 4720/Frame 0225;, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.


3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE BANK OF NOVA SCOTIA,
as Agent

By: 
Name: James Price
Title: Managing Director

By: 
Name: Heather Meldrum
Title: Associate

[Signature Page to Release of Security Interest in Trademarks -- Caliber NV/AZ]

SCHEDULE I**TRADEMARKS**

Mark	Owner	(App. No.)/Reg. No.	(App. Date)/Reg. Date
9 1 1 COLLISION CENTERS and Design	Caliber Bodyworks of Arizona, Inc. and Caliber Bodyworks of Nevada, Inc.	2,488,260	9/11/2001