# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317334

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | Second Lien Security Agreement |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| ABRA Automotive Systems, Inc. | | 09/17/2014 | CORPORATION: MINNESOTA |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Bank of America, N.A., as collateral agent |
| **Street Address:** | 901 Main St., Mail Code:TX1-492-14-06, MAC Legal |
| **City:** | Dallas |
| **State/Country:** | TEXAS |
| **Postal Code:** | 75202 |
| **Entity Type:** | Association: UNITED STATES |

**PROPERTY NUMBERS Total: 4**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 2677946 | ABRA |
| **Registration Number:** | 2677947 | ABRA |
| **Registration Number:** | 1371738 | ABRA |
| **Registration Number:** | 4108932 | RIGHT THE FIRST TIME, ON TIME. |

**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.***

**Email:** marina.kelly@thomsonreuters.com
**Correspondent Name:** Elaine Carrera, Legal Assistant
**Address Line 1:** 80 Pine Street
**Address Line 2:** c/o Cahill Gordon & Reindel LLP
**Address Line 4:** New York, NEW YORK 10005

| | |
|---|---|
| **NAME OF SUBMITTER:** | Elaine Carrera, Legal Assistant |
| **SIGNATURE:** | /Marina Kelly, Thomson Reuters/ |
| **DATE SIGNED:** | 09/18/2014 |

**Total Attachments: 6**
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# SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 17, 2014, among the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of September 17, 2014 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among WAND INTERMEDIATE II LP, a Delaware limited partnership ("Wand LP"), WAND INTERMEDIATE I GP LLC, a Delaware limited liability company (together with Wand LP, "Holdings"), WAND INTERMEDIATE I LP, a Delaware limited partnership (the "Borrower") and COLLISION ACQUISITION HOLDING COMPANY, INC., a Delaware corporation (the "Co-Borrower"), each of the subsidiaries of the Borrower or the Co-Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings, the Borrower and the Co-Borrower, collectively, the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent for the Second Lien Secured Parties (as defined below) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7 and 1.11 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any "intent-to-use" trademark application filed with the United States Patent and Trademark Office prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Collateral").

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by Grantor under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Second Lien Obligations and would be owed to the Collateral Agent or the Second Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY 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 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower or the Co-Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second Lien Agreement, Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

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

ABRA AUTOMOTIVE SYSTEMS, INC.,

By: _____

Name: Brent Moen
Title: CFO, Executive VP, Treasurer, Secretary

*[Signature Page to Second Lien Trademark Security Agreement]*

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title: Denise Jones
Assistant Vice President

SCHEDULE A TO THE
SECOND LIEN TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

| Trademark | App. No. | Trademark No. | Owner |
|---|---|---|---|
| ABRA | 76402681 | 2677946 | ABRA Automotive Systems, Inc. |
| ABRA | 76402682 | 2677947 | ABRA Automotive Systems, Inc. |
| ABRA | 73538649 | 1371738 | ABRA Automotive Systems, Inc. |
| Right the First Time, On Time. | 85428358 | 4108932 | ABRA Automotive Systems, Inc. |