

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release (Reel 5982 / Frame 0173)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		02/05/2019	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caliber Holdings Corporation		
<b>Street Address:</b>	401 East Corporate Drive, Suite 150		
<b>City:</b>	Lewisville		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75057		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Caliber Bodyworks of Nevada, Inc.		
<b>Street Address:</b>	401 East Corporate Drive, Suite 150		
<b>City:</b>	Lewisville		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75057		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Caliber Bodyworks of Arizona, Inc.		
<b>Street Address:</b>	401 East Corporate Drive, Suite 150		
<b>City:</b>	Lewisville		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75057		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4534265	CALIBER COLLISION	
<b>Registration Number:</b>	4585075	CALIBER COLLISION	
<b>Registration Number:</b>	4534267	CALIBER COLLISION	
<b>Registration Number:</b>	4534266	CALIBER COLLISION	
<b>Registration Number:</b>	1770871	CALIBER COLLISION CENTERS	
<b>Registration Number:</b>	2270592	CALIBER COLLISION CENTERS	
<b>Registration Number:</b>	4141222		

OP \$415.00 4534265

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4463742	
Registration Number:	4075215	RESTORING THE RHYTHM OF YOUR LIFE
Registration Number:	2488260	9 1 1 COLLISION CENTERS
Serial Number:	86861642	CALIBER COLLISION EXPRESS
Serial Number:	85226716	C.A.R.S.
Serial Number:	78367071	CALIBERCARE
Registration Number:	2708662	CALIBEREXPRESS
Serial Number:	85226631	CALIBER ADVANCED REPAIR SYSTEM
Serial Number:	86861639	CALIBER COLLISION EXPRESS

**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: 800-713-0755

Email: Michael.Violet@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:	02/07/2019

**Total Attachments: 5**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 5, 2019

- Assignment
- Security Agreement
- Other Release (Reel 5982 / Frame 0173)
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: \_\_\_\_\_ 1. Caliber Holdings Corporation  
 \_\_\_\_\_ 2. Caliber Bodyworks of Nevada, Inc.  
 Street Address: \_\_\_\_\_ 3. Caliber Bodyworks of Arizona, Inc.  
 \_\_\_\_\_ 401 East Corporate Drive, Suite 150

City: Lewisville

State: TX

Country: USA Zip: 75057

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

see attached Schedule A

B. Trademark Registration No.(s)

see attached Schedule A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 16270.1075 (2L)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

17

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

February 5, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 5, 2019 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Administrative Agent (the "Agent"), in favor of the Grantors (as defined below).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of February 1, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Caliber Holdings Corporation, Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc. (each, a "Grantor" and, collectively, the "Grantors") executed and delivered a Trademark Security Agreement, dated as of February 1, 2017, which was recorded at the United States Patent and Trademark Office on February 2, 2017 at Reel/Frame 5982/0173 (the "Second Lien Trademark Security Agreement").

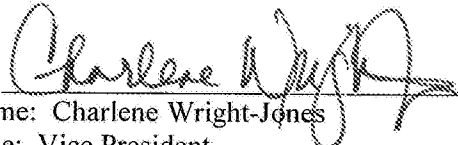
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Second Lien Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule A attached hereto (the "Released Trademark Collateral"), arising under the Security Agreement and the Second Lien Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreement or the Second Lien Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to each applicable Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as Administrative Agent for the  
Secured Parties**

By:   
Name: Charlene Wright-Jones  
Title: Vice President

## Schedule A

Second Lien Trademark Security Agreement recorded February 2, 2017 at Reel/Frame  
5982/0173

1. Trademarks:

Title	Case Status	Appl. No.	Appl. Date	Reg. No.	Registration Date	Owner
CALIBER COLLISION & Design (horizontal, black background)	Registered	85/727,647	09/12/2012	4,534,265	May 20, 2014	Caliber Holdings Corporation
CALIBER COLLISION & Design (horizontal, white background)	Registered	85/727,582	09/12/2012	4,585,075	August 12, 2014	Caliber Holdings Corporation
CALIBER COLLISION & Design (vertical, black background)	Registered	85/727,654	09/12/2012	4,534,267	May 20, 2014	Caliber Holdings Corporation
CALIBER COLLISION & Design (vertical, white background)	Registered	85/727,648	09/12/2012	4,534,266	May 20, 2014	Caliber Holdings Corporation
CALIBER COLLISION CENTERS	Registered	74/180,708	07/01/1991	1,770,871	05/11/1993	Caliber Holdings Corporation
CALIBER COLLISION CENTERS & Design	Registered	75/488,943	05/21/1998	2,270,592	08/17/1999	Caliber Holdings Corporation
Design (Color Wheel)	Registered	85/273,780	03/22/2011	4,141,222	05/15/2012	Caliber Holdings Corporation
Design (horizontal color bar)	Registered	85/727,572	09/12/2012	4,463,742	January 7, 2014	Caliber Holdings Corporation
RESTORING THE RHYTHM OF YOUR LIFE	Registered	85/197,486	12/14/2010	4,075,215	12/20/2011	Caliber Holdings Corporation
9 1 1 COLLISION CENTERS & Design	Registered	75/619,406	01/12/1999	2,488,260	09/11/2001	Caliber Bodyworks of Nevada, Inc. and Caliber Bodyworks of Arizona, Inc.

<b>Title</b>	<b>Case Status</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Registration Date</b>	<b>Owner</b>
Caliber Collision Express (color drawing)	Pending ITU	86/861,639	2/30/2015			Caliber Holdings Corporation
Caliber Collision Express (color drawing)	Pending	86/861,642	12/30/2015			Caliber Holdings Corporation
Desert Storm Delivery	Registered			563408		

<b>Title</b>	<b>Case Status</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Registration Date</b>	<b>Owner</b>
C.A.R.S.	Abandoned	85/226,716	01/26/2011			Caliber Holdings Corporation
CALIBERCARE	Abandoned	78/367,071	02/12/2004			Caliber Holdings Corporation
CALIBEREXPRESS	Cancelled	76/322,539	10/09/2001	2,708,662	04/22/2003	Caliber Holdings Corporation
CALIBER ADVANCED REPAIR SYSTEM	Abandoned	85/226,631	01/26/2011			Caliber Holdings Corporation