

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756320

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Notice of Successor Agent and Assignment of Security Interest (Intellectual Property)
RESUBMIT DOCUMENT ID:	900707907

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/19/2022	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3571779	ENSURING YOUR PEACE OF MIND
Registration Number:	2864643	STERLING AUTOBODY CENTERS
Registration Number:	2365141	S
Registration Number:	2302891	ANYWHERE ELSE WOULD BE AN ACCIDENT
Registration Number:	2302879	STERLING AUTOBODY

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06587-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/

DATE SIGNED:	09/20/2022
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Total Attachments: 6

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This Notice of Successor Agent and Assignment of Security Interest (Intellectual Property), dated as of July 19, 2022 (this “**Notice**”), is entered into among Bank of America, N.A. as resigning Collateral Agent under the Security Agreement (defined below) (in such capacity, the “**Resigning Agent**”), and Wilmington Savings Fund Society, FSB, in its capacity as successor Collateral Agent (in such capacity, the “**Successor Agent**”) pursuant to the Security Agreement (defined below) and Trademark Security Agreement (defined below). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement or Trademark Security Agreement.

WITNESSETH:

WHEREAS, Sterling Collision Centers, LLC (f/k/a Sterling Collision Centers, Inc.), a Delaware limited liability company (the “**Pledgor**”), and the Resigning Agent are party to that certain Security Agreement, dated as of August 18, 2014 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, certain Secured Parties granted to the Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent and the Pledgor entered into that certain Trademark Security Agreement, dated as of August 18, 2014 (the “**Trademark Security Agreement**”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 19, 2014 at Reel/Frame No. 5347/0960; and

WHEREAS, pursuant to the Successor Agent Agreement dated as of July 14, 2022 entered by and among the Resigning Agent, the Successor Agent, and certain Lenders and Subsidiary Grantors (as amended, supplemented, restated, amended and restated or otherwise modified from time to time, the “**Successor Agent Agreement**”), among other things, the Resigning Agent resigned as the Collateral Agent, and the Successor Agent was appointed and accepted appointment as the Collateral Agent with all the rights, powers, privileges and duties of the Resigning Agent as Collateral Agent under the applicable Loan Documents, including in and to the Security Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Pursuant to the terms and conditions set forth in the Successor Agent Agreement, the Resigning Agent ceased to be the Collateral Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Collateral Agent under the Loan Documents, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the Security Agreement with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents, including in and to the Collateral scheduled on the

Security Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the Resigning Agent under the Loan Documents, including the Security Agreement and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

2. All terms set forth in the Successor Agent Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Successor Agent Agreement, the terms set forth in the Successor Agent Agreement shall apply.

3. This Notice may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


4. This Notice and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

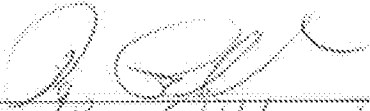
RESIGNING AGENT:

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

By: 
Name:
Title:

SUCCESSOR AGENT:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Collateral Agent

By: 
Name: Jay Elloroy
Title: Vice President

SCHEDULE A

Trademarks

	<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
1.	Sterling Collision Centers, LLC	ENSURING YOUR PEACE	3,571,779	10-FEB-2009
2.	Sterling Collision Centers, LLC	STERLING AUTOBODY CENTERS	2,864,643	20-JUL-2004
3.	Sterling Collision Centers, LLC	S & DESIGN	2,365,141	04-JUL-2000
4.	Sterling Collision Centers, LLC	ANYWHERE ELSE WOULD BE AN ACCIDENT	2,302,891	21-DEC-1999
5.	Sterling Collision Centers, LLC	STERLING AUTOBODY	2,302,879	21-DEC-1999