# OP \$565.00 4534265

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM872689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 6556/ Frame 0863)

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/30/2024	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Caliber Holdings LLC (fka Caliber Holdings Corporation)
Street Address:	2941 Lake Vista Drive
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75067
Entity Type:	Limited Liability Company: DELAWARE
Name:	Caliber Bodyworks of Nevada, Inc.
Street Address:	2941 Lake Vista Drive
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75067
Entity Type:	Corporation: DELAWARE
Name:	Caliber Bodyworks of Arizona, Inc.
Street Address:	2941 Lake Vista Drive
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75067
Entity Type:	Corporation: DELAWARE
Name:	ABRA Automotive Systems LP
Street Address:	2941 Lake Vista Drive
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75067
Entity Type:	Limited Partnership: DELAWARE
Name:	ABRA Auto Body & Glass LP
Street Address:	2941 Lake Vista Drive
City:	Lewisville
State/Country:	TEXAS
	TRADEMARK

TRADEMARK
REEL: 008333 FRAME: 0521

900832423

Postal Code:	75067
Entity Type:	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 22** 

Property Type	Number	Word Mark		
Registration Number:	4534265	CALIBER COLLISION		
Registration Number:	4585075	CALIBER COLLISION		
Registration Number:	4534267	CALIBER COLLISION		
Registration Number:	4534266	CALIBER COLLISION		
Registration Number:	1770871	CALIBER COLLISION CENTERS		
Registration Number:	2270592	CALIBER COLLISION CENTERS		
Registration Number:	4463742			
Registration Number:	4075215	RESTORING THE RHYTHM OF YOUR LIFE		
Registration Number:	2488260	9 1 1 COLLISION CENTERS		
Registration Number:	5530664	CALIBER COLLISION EXPRESS		
Registration Number:	5220859	CALIBER COLLISION EXPRESS		
Registration Number:	5327510	CALIBER COLLISION NON-DRIVE		
Registration Number:	5327511	CALIBER COLLISION NON-DRIVE		
Registration Number:	5327512	CALIBER COLLISION NON-DRIVE		
Registration Number:	5327514	CALIBER COLLISION NON-DRIVE		
Registration Number:	5327515	CALIBER COLLISION NON-DRIVE		
Registration Number:	5327516	CALIBER COLLISION NON-DRIVE		
Registration Number:	5786403	CALIBER COLLISION		
Registration Number:	2184887	COLLISION MAX		
Registration Number:	1594561	COLLISION PLUS		
Registration Number:	3123534	GLASSMAX		
Registration Number:	3526392	LEHMAN'S GARAGE		

### **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:** 8007130755

Email: Ted.mulligan@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:	01/31/2024	
Total Attachments: 6		
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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 30, 2024 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (in such capacity, the "Collateral Agent"), in favor of the grantor parties identified on the signature page hereto (collectively, the "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 5, 2019, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Second Lien Security Agreement"), the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of February 5, 2019 (the "Second Lien Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office:

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 11, 2019 at Reel/Frame 6556/0863; and

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, each Grantor granted to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in and continuing lien on (together, the "Security Interest") all of such Grantor's right, title and interest in and to the Collateral (as defined in the Second Lien Trademark Security Agreement), including the United States trademark registrations and applications and exclusive licenses thereof set forth on Schedule I attached hereto, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Second Lien Security Agreement or the Second Lien Trademark Security Agreement, as applicable.
- 2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in and to the Collateral (as defined in the Second Lien Trademark Security Agreement), including the trademark registrations and applications and exclusive licenses thereof set forth on Schedule I attached hereto, arising under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, as applicable, and any right, title or interest of the Collateral Agent in such Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Collateral (as defined in the Second Lien Trademark Security Agreement), including the trademark registrations and applications and exclusive licenses thereof set forth Schedule I attached hereto, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their 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 Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

5. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral 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 Collateral Agent

By:

Name: Gerund Diamond

Title: Vice President

**GRANTORS:** 

Caliber Holdings LLC (formerly known as Caliber Holdings Corporation) Caliber Bodyworks of Nevada, Inc. Caliber Bodyworks of Arizona, Inc. ABRA Automotive Systems LP ABRA Auto Body & Glass LP

REEL: 008333 FRAME: 0526

# SCHEDULE I TO THE SECOND LIEN TRADEMARK RELEASE

### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS<sup>1</sup>

Trademark	App. No.	Registration	Owner
CALIBER COLLISION & Design	85/727,647	4,534,265	Caliber Holdings LLC
(horizontal, black background)			
CALIBER COLLISION & Design	85/727,582	4,585,075	Caliber Holdings LLC
(horizontal, white background)			
CALIBER COLLISION & Design	85/727,654	4,534,267	Caliber Holdings LLC
(vertical, black background)			
CALIBER COLLISION & Design	85/727,648	4,534,266	Caliber Holdings LLC
(vertical, white background)			
CALIBER COLLISION	74/180,708	1,770,871	Caliber Holdings LLC
CENTERS			
CALIBER COLLISION	75/488,943	2,270,592	Caliber Holdings LLC
CENTERS & Design			
Design (horizontal color bar)	85/727,572	4,463,742	Caliber Holdings LLC
RESTORING THE RHYTHM OF	85/197,486	4,075,215	Caliber Holdings LLC
YOUR LIFE			
9 1 1 COLLISION CENTERS &	75/619,406	2,488,260	Caliber Bodyworks of Nevada,
Design			Inc. and Caliber Bodyworks of
			Arizona, Inc.
Caliber Collision Express (color	86/861,639	5,530,664	Caliber Holdings LLC
drawing)			
Caliber Collision Express (color	86/861,642	5,220,859	Caliber Holdings LLC
drawing)			
CALIBER COLLISION NON-	87/378,903	5,327,510	Caliber Holdings LLC
DRIVE			
CALIBER COLLISION NON-	87/378,906	5,327,511	Caliber Holdings LLC
DRIVE (B&W Stacked)			
CALIBER COLLISION NON-	87/378,910	5,327,512	Caliber Holdings LLC
DRIVE (B&W Horizonal)			
CALIBER COLLISION NON-	87/378,914	5,327,514	Caliber Holdings LLC
DRIVE (Color w/Black letters,			
stacked)			

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<sup>&</sup>lt;sup>1</sup> The Collateral Agent's Security Interest in trademark registration nos. 4,684,505, 4,380,178, and 4,380,174 was previously released by that certain Release of Security Interest in Certain Trademark Rights dated as of September 30, 2019 and recorded at Reel 6761/0081. The Collateral Agent's Security Interest in trademark registration nos. 2677946, 2677947, 1,271,738, 5482,722, 5,505,264, and 4,108,932 was previously released by that certain by that certain Release of Security Interest in Certain Trademark Rights dated as of September 30, 2019 and recorded recorded at Reel 6761/0102.

Trademark	App. No.	Registration No.	Owner
CALIBER COLLISION NON-	87/378,918	5,327,515	Caliber Holdings LLC
DRIVE (Color w/White letters, stacked)			
CALIBER COLLISION NON-	87/378,920	5,327,516	Caliber Holdings LLC
DRIVE (Color Horizontal)			
CALIBER COLLISION	88/178,530	5,786,403	Caliber Holdings LLC
COLLISION MAX	75/209,495	2,184,887	ABRA Auto Body & Glass LP
COLLISION PLUS	73/820,286	1,594,561	ABRA Auto Body & Glass LP
GLASSMAX	78/692,330	3,123,534	ABRA Auto Body & Glass LP
LEHMAN's GARAGE	77/241,169	3,526,392	ABRA Auto Body & Glass LP

RECORDED: 01/31/2024