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5/15/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): SAFELITE GLASS CORP.

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other _____

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: The Chase Manhattan Bank, as Collateral Agent
 Internal Address: _____
 Street Address: 270 Park Avenue
 City: New York State: New York ZIP: 10017

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 17, 1997

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41): 1 \$1,390
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond M. Maiello, Esq.
Name of Person Signing

[Signature]
Signature

5/12/98
Date

Total number of pages comprising cover sheet: 18

05/19/1998 JSHABAZZ 00000067 361164

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
1350.00 OP

TRADEMARK
REEL: 1727 FRAME: 0952

SCHEDULE A

TRADEMARKS

I. Safelite is the true and lawful owner of or otherwise has the right to use the registered Marks listed below:¹

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Redilite and design File No. 90-0456	SII	361,164	952,576	05/28/70	02/06/73 Canceled 08/07/79	
Safelite File No.90-0466	SII	72/367880	963,210	08/12/70	07/03/73 Expired 04/11/94	SGC
Safelite File No.90-0466	SII	72/367,881	965,797	08/12/70	08/07/73 Expired 05/16/94	SGC
Safelite File No. 90-0466	SII	72/361,163 A	971,773	05/28/70	10/30/73 Expired 08/08/94	SGC
Safelite File No. 90-0466	SII	72/361,163	993,066	05/28/70	09/10/74 Expired 06/19/95	SGC
LSI Glass File No 89-079 see also File No. 90-0466	LSI	73/662,969	1,471,414	05/26/87	01/05/88 Canceled 07/11/94	SGC
Safelite Auto Glass Shop Locator Service File No. 89-080	SGC	73/823.364	Not Issued	09/05/89	Abandoned 10/02/91	
Safelite Auto Biography	SGC	73/797,987	Not Issued	05/05/89	Abandoned 02/07/91	

¹As of Initial Borrowing Date

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Audit Aid/Audit Aid File No. 89-082 and File No. 90-1111						
Clearview File No. 89-083	SGC	73/798,018	Not Issued	05/05/89	Abandoned 03/20/91	
Clearview and design File No. 89-083	SGC	73/798,019	Not Issued	05/05/89	Abandoned 03/20/91	
Safelite Skyline File No. 89-084	SII	77/112,037	1,107,910	01/10/77	12/05/78 Canceled 06/14/85	LSI
SafeTimes Design File No. 89-084	RII	72/355,796	925,280	04/02/70	12/07/71 Expired 11/04/92	SII
Design-Cartoon Character Basking in the Sun in the Front Seat of the Car File No. 89-088	SGC	73/797,983	1,580,569	05/05/89	1/30/90 Canceled 08/05/96	
Design-Cartoon Character Driving in the Sun File No. 89-087	SGC	73/797,982	1,581,910	05/05/89	02/06/90 Canceled 08/12/96	

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Design-Man Installing Windshield File No. 89- 089	SGC	73/797,984	1,580,570	05/05/89	01/30/90 Canceled 08/05/96	
Design-Men Windshield & Car File No. 90-0466 (R)	RII	72/355,796	925,280	04/02/90	12/07/71	SGC
Safelite Auto Glass, GTS, Glass File No. 90- 0466	SGC	73/798,020	Not Issued	05/05/89	Abandoned 05/06/91	
Safelite Glass Technology System File No. 89- 091	SGC	73/797,988	Not Issued	05/05/89	Abandoned 05/06/91	
GTS File No. 90- 0174	SGC	73/797,989	Not Issued	05/05/89	Abandoned 11/19/90	
Flexbill File No. 89- 092	SGC	73/797,986	Not Issued	05/05/89	Abandoned 01/10/91	
Flexbill File No. 89- 092	SGC	73/797,985	Not Issued	05/05/89	Abandoned 01/10/91	
Safeseal File No. 89- 090	SGC	73/797,981	1,573,856	05/05/89	12/26/89 Canceled 07/01/96	
Design Only (R)	SGC	74/354,908	1,798,198	02/02/93	10/12/93	
Safeguard	SGC	74/078,953	Not Issued	07/16/90	Abandoned 09/04/92	

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Safelite (R)	SGC		Not Issued - Applied For	12/12/96		
Safelite Will Come to Your Home or Office File No. 89- 087	SGC	73/822.711	1,595,708	08/31/89	05/08/90 Canceled 11/11/96	
Norman's Safelite Auto Glass (Trade Name) File No. 90- 0312	SGC	NA	RN132159 (OH)	04/10/90	04/10/90 Expired 04/10/95	
WTS File No. 90- 0411						
Safeset File No. 90- 0411						
Glassmobile File No. 90- 0466	LSI	73/435.496	1,316,128	07/21/83	01/22/85 Canceled 05/02/91	SGC
CAT Team and design File No. 92-0197 (R)	SGC	74/341,542	1,789,663	12/21/92	08/24/93	
Stop Sign Symbol (R)	SGC	74/078.952	1,733,733	07/16/90	11/17/92	
Service Auto Glass File No. 90- 0466	SII	72/393.498	948,370	05/28/71	12/05/72 Expired 09/13/93	SGC
Service is Our First Name	RII	72/355.797	925,281	04/02/70	12/07/71 Expired 11/04/92	SGC

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Your Glass Connection File No. 90-0466	LSI	73/436,490	1,293,292	07/27/83	09/04/84 Canceled 01/23/91	SGC
Orig-Equip File No. 90-0466	RII	72/432,865	968,546	08/16/72	09/18/73 Expired 06/27/94	SGC
Orig-Equip File No. 90-0466	RII	72/432,863	969,365	08/16/72	09/25/73 Expired 07/04/94	SGC
Orig-Equip File No. 90-0466	SGC		416,929		10/26/77 Abandoned	
P.A.C.T.s						
CAT P.A.C.T. File No. 92-0197						
Safelite Auto Glass File No. 90-0466	SII	367,882		09/12/70		
Install Confidence File No. 90-0466	LSI	73/539,945		04/17/86	Abandoned 12/10/87	SGC
SGC File No. 93-12-01-545 (R)	SGC	74/489,073	1,952,263	02/14/94	01/30/96	
Safelite Auto Enhancement Services File No. 94-08-02-261						

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Safelite Saves Cars File No. 90-0466						
Stop Car Decay File No. 90-0466						
Your Auto Glass Connection File No. 90-0466						
Design-Van Streaking Down Highway File No. 90-0466						
Design-Man with Clipboard File No. 90-0466						
Auto Glass Outlet File No. 90-0466						
Design-Glass Man File No. 91-0027						
Safelite Total Claim Solution						

<u>Mark</u>	<u>Original Applicant/ Registrant</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Filed</u>	<u>Registered</u>	<u>Current Owner*</u>
Safelite Vehicle Theft Deterrent System File No. 93-02- 01-013						
5 Point Satisfaction Guarantee						
Where Customers Send Their Friends File No. 93-09- 01-486						Abandoned
We're the One File No. 96-03- 01065						
Safelink File No. 91- 0411						
E-Z Quotes File No. 89- 083 90-1025 90-0111						Abandoned
Tommy's						
Smart Pay						

* = if different from original applicant registrant

(R) = Registered or registration applied for

"SII" = Safelite Industries, Inc.

"LSI" = Lear Siegler, Inc.

"SGC" = Safelite Glass Corp.

"RII" = Royal Industries, Inc.

II. Additional Safelite Trademarks²

<u>MARK</u>	<u>SERIAL/ REG. NO.</u>	<u>REG. DATE</u>	<u>DESCRIPTION</u>	<u>ASSIG NEE</u>	<u>STATUS</u>
VISTAR and design	75/214,002	N/A	Glass replacement and repair services (registration pending since 12/16/96)	VI	Pending
VISTAR Auto Glass and design	75/214,003	N/A	Glass replacement and repair services (registration pending since 12/16/96)	VI	Pending
U.S. AUTO GLASS	1,948,197	01/16/96	Auto glass repair and replacement and commercial glazing services	VI	Registered
GLASLINK	1,959,142	02/27/96	Computer processing system comprised of hardware and software for use in the glass replacement and repair industry	VI	Registered
GLASLINK and design	1,979,942	06/11/96	Computer processing system comprised of hardware and software for use in the glass replacement and repair industry	VI	Registered
U.S. AUTO GLASS AND DESIGN	1,906,776	07/18/95	Glass replacement and repair services	VI	Registered

²Additional Safelite trademarks on Second Borrowing Date

<u>MARK</u>	<u>SERIAL/ REG. NO.</u>	<u>REG. DATE</u>	<u>DESCRIPTION</u>	<u>ASSIG NEE</u>	<u>STATUS</u>
1-800-USA-GLASS	1,475,328	02/02/88	Glass replacement services, namely a national network of glass replacement service outlets and related location and referral services for same	VI	Registered
BREAK-SAFE	1,016,900	07/29/75	Plastic laminated glass	GGM	Expired
CLEAR FIX	1,516,693	12/13/88	Windshield repair services	VI	Registered
GLASNOLOGY	1,765,701	04/20/93	Computer software and instruction manuals sold as a unit for an invoice audit system for use in the glass replacement and repair industry	VI	Registered
GLOBE	1,000,054	12/17/04	Installing replacement vehicle glass	VI	Renewed
IT'S YOUR FUTURE	1,761,711	03/30/93	Glass replacement and repair services	VI	Registered
U.S. AUTO GLASS and Design	1,040,791	06/01/76	Installation of replacement vehicle glass	GGM	Expired
Windshields America Design	74/652,876	N/A	Glass replacement and repair services (Registration pending since 03/29/95)		No Record
Windshields America and design	74/652,720	N/A	Glass replacement and repair services (Registration pending since 03/29/95)		No Record
AGMS	1,713,247	08/08/92	Computer software program	WAI	Registered
USA-GLAS	1,555,112			VI	Registered
Swis	1,940,049			VI	Registered

"VI" = Vistar, Inc.

"GGMC" = Globe Glass & Mirror Co.

"WAI" = Windshields America, Inc.

III. Allegations of Violation of Third Party Rights.

Zurich-American Insurance Group alleged that Vistar's use of the term VISTAR violates Zurich's trademark rights and demanded that Vistar cease using the term VISTAR.

Following initial negotiations, Vistar's calls to Zurich have been unreturned. Vistar has had no contact with Zurich relating to this matter since January 1997.

EXECUTION COPY

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Safelite Glass Corp., a Delaware corporation ("the Assignor") with principal offices at 1105 Schrock Road, Columbus, Ohio 43227, hereby assigns and grants to The Chase Manhattan Bank, as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 20, 1996, as amended and restated through December 17, 1997 (as further amended from time to time, the "Security Agreement"). Upon the

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TRADEMARK
REEL: 1727 FRAME: 0963

occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of the 17th day of December, 1997.

SAFELITE GLASS CORP., Assignor

By: D. A. Kwon
Title: Vice President

THE CHASE MANHATTAN BANK, as
Collateral Agent, Assignee

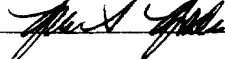
By: _____
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of the 17th day of December, 1997.

SAFELITE GLASS CORP., Assignor

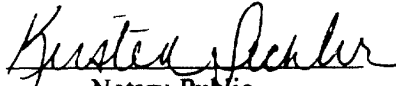
By: _____
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent, Assignee

By:  _____
Title: **BRUCE BORDEN**
VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)


On this 17th day of December, 1997, before me personally came Douglas A. Herron who, being by me duly sworn, did state as follows: that he is Vice President of Safelite Glass Corp., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

KIRSTEN SECHLER
NOTARY PUBLIC, State of New York
No. 01585031777
Qualified in New York County
Commission Expires August 8, 1998

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 17th day of December, 1997, before me personally came Bruce Borden who, being by me duly sworn, did state as follows: that he is Vice President of The Chase Manhattan Bank, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

KIRSTEN SECHLER
NOTARY PUBLIC, State of New York
No. 01SE5031777
Qualified in New York County
Commission Expires August 8, 1998

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TRADEMARK
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SCHEDULE B

PATENTS

I. Safelite Patents³

The Borrower is the true and lawful owner or licensee of all rights in the Patents listed below:

<u>U.S. Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Owner</u>
Stanley	5,385,755	01/31/95	Safelite Glass Corp.
Tapp	5,472,168	12/05/95	Safelite Glass Corp.

II. Additional Safelite Patents⁴

<u>U.S. Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Assignee</u>	<u>Status</u>
Anti-theft Device for Automobile Tops	4,450,695	05/29/84	GGM	Expired (maint)
Glass Etching Composition and Method	4,921,626	05/01/90	BI	
Method for Labeling an Article of Identification and a Label Device	4,936,606	06/26/90	BI	
Method for marking an Article for Identification and Description and a Label Device	5,127,675	07/07/92	BI	Expired (maint)
	3,944,461	03/16/76	Globe Glass and Trim	Expired

³Safelite patents on the Initial Borrowing Date.

⁴Additional Safelite patents on the Second Borrowing Date.