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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 Corporation

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

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

3. Nature of conveyance:

1-4-99

- Assignment Merger
- Security Agreement Change of Name
- Other Document previously recorded at Reel/Frame 1666/0475
contained an error in Property No. 1,798,663. Document re-recorded to
correct on stated recordation

Execution Date: October 30, 1997

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

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

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)

B. Trademark Registration No.(s) 1,789,663 (See Schedule D-1 to Security Agreement)

Additional numbers attached? Yes No

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

Name: Lori E. Lesser, 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: 1

7. Total fee (37 CFR 3.41): \$40

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

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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.

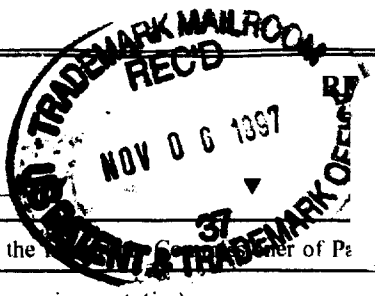
Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

4-15-99
Date

Total number of pages comprising cover sheet: 6

Tab settings → →



40-481 125-482 D

02-04-1998



MRD 11-6-97

To the Patent and Trademark Office of Pat

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d original documents or copy thereof.

1. Name of conveying party(ies):
Safelite Glass Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Delaware)
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: **MRD 11-6-97**
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: October 30, 1997

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

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

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) 75/212,359 (See Schedule D-1 to Security Agreement)
 Additional numbers attached? Yes No

B. Trademark Registration No.(s) 925,280; 1,798,198; 1,798,663; 1,733,733; 1,952,263 (See Schedule D-1 to Security Agreement)

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: 6

7. Total fee (37 CFR 3.41): \$165
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **165E**
NOBPEC
FRO
 (Attached duplicate copy of this page if paying by deposit account)

11/17/1997 MSNBNZZ 00000134 75212359
FC:481 40.00 DP
FC:482 125.00 DP

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. [Signature] 11/1/97
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet: 75

EXECUTION COPY

SECURITY AGREEMENT

among

SAFELITE GLASS CORP.

and

THE CHASE MANHATTAN BANK,
as Collateral Agent

Dated as of December 20, 1996

509265\0470\02488\96CKJALG.OTH

TRADEMARK
REEL: 1846 FRAME: 0003

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 20, 1996, among each of the undersigned (each an "Assignor" and, together with any other entity that becomes a party hereto pursuant to Section 10.11 hereof, the "Assignors") and The Chase Manhattan Bank, as Collateral Agent (the "Collateral Agent"), for the benefit of the Secured Creditors (as defined below). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement (as defined below) shall be used herein as therein defined.

W I T N E S S E T H :

WHEREAS, Safelite Glass Corp. (the "Borrower"), the lenders from time to time party thereto (the "Banks"), Bankers Trust Company, as Syndication Agent, Goldman Sachs Credit Partners L.P., as Documentation Agent, and The Chase Manhattan Bank, as Administrative Agent (together with any successor agent, the "Administrative Agent," and together with the Collateral Agent, the Syndication Agent, the Documentation Agent and the Banks, the "Bank Creditors"), have entered into a Credit Agreement, dated as of December 20, 1996 (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans to the Borrower and the issuance of, and participation in, Letters of Credit for the account of the Borrower, all as contemplated therein;

WHEREAS, the Borrower may from time to time be party to one or more (i) interest rate agreements, interest rate cap agreements, interest rate collar agreements or other similar agreements or arrangements, (ii) foreign exchange contracts, currency swap agreements or similar agreements or arrangements designed to protect against the fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (each such agreement or arrangement with an Other Creditor (as hereinafter defined), an "Interest Rate Protection Agreement or Other Hedging Agreement"), with a Bank or an affiliate of a Bank (each such Bank or affiliate, even if the respective Bank subsequently ceases to be a Bank under the Credit Agreement for any reason, together with such Bank's or affiliate's successors and assigns, collectively, the "Other Creditors", and together with the Bank Creditors, the "Secured Creditors");

WHEREAS, pursuant to the Subsidiary Guaranty, each Assignor (other than the Borrower) has jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations and liabilities of the Borrower under or with respect to the

Credit Documents and the Interest Rate Protection Agreements or Other Hedging Agreements;

WHEREAS, it is a condition precedent to the making of Loans to the Borrower under the Credit Agreement that the Assignors shall have executed and delivered to the Collateral Agent this Agreement; and

WHEREAS, each Assignor desires to execute this Agreement to satisfy the conditions described in the preceding paragraph;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes the following representations and warranties to the Collateral Agent and hereby covenants and agrees with the Collateral Agent as follows:

ARTICLE I

SECURITY INTERESTS

1.1. Grant of Security Interests. (a) As security for the prompt and complete payment and performance when due of all of its Obligations, each Assignor does hereby assign and transfer unto the Collateral Agent, and does hereby pledge and grant to the Collateral Agent for the benefit of the Secured Creditors, a continuing security interest of first priority in all of the right, title and interest of such Assignor in, to and under all of the following, whether now existing or hereafter from time to time acquired: (i) each and every Receivable, (ii) all Contracts (other than Excluded Contracts except to the extent provided in the definition thereof), together with all Contract Rights arising thereunder, (iii) all Inventory, (iv) all Equipment, (v) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of such Assignor symbolized by the Marks, (vi) all Patents and Copyrights, (vii) all computer programs of such Assignor and all intellectual property rights therein (to the extent not constituting Excluded Contracts) and all other proprietary information of such Assignor, including, but not limited to, trade secrets, (viii) all other Goods, General Intangibles, Chattel Paper, Documents and Instruments, (ix) the Cash Collateral Account and all monies, securities and instruments deposited or required to be deposited in such Cash Collateral Account, and (x) all Proceeds and products of any and all of the foregoing (all of the above, collectively, the "Collateral"). Notwithstanding the foregoing, the term "Collateral" shall not include any Equipment that, as of the date hereof, serves as security for any Existing Indebtedness but only to the extent

that (and so long as) the terms of such Existing Indebtedness specifically prohibit the granting of a prior, pari passu or junior Lien and security interest in such Equipment, and then only so long as any such Existing Indebtedness remains outstanding after which time such Equipment shall be subject to the security interests and Liens created by this Agreement.

(b) The security interest of the Collateral Agent under this Agreement extends to all Collateral of the kind which is the subject of this Agreement which any Assignor may acquire at any time during the continuation of this Agreement.

1.2. Power of Attorney. Each Assignor hereby constitutes and appoints the Collateral Agent its true and lawful attorney, irrevocably, with full power after the occurrence of and during the continuance of an Event of Default (in the name of such Assignor or otherwise) to act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to such Assignor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Collateral Agent may deem to be necessary or advisable to protect the interests of the Secured Creditors, which appointment as attorney is coupled with an interest.

ARTICLE II

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Assignor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

2.1. Necessary Filings. All filings, registrations and recordings necessary or appropriate to create, preserve and perfect the security interest granted by such Assignor to the Collateral Agent hereby in respect of the Collateral have been accomplished and the security interest granted to the Collateral Agent pursuant to this Agreement in and to the Collateral creates a perfected security interest therein prior to the rights of all other Persons therein and subject to no other Liens (other than Permitted Liens) and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code or other relevant law as enacted in any relevant jurisdiction to perfected security interests, in each case to the extent that the Collateral consists of the type of property in which a security interest may be perfected by filing a financing statement or other appropriate documents under the Uniform Commercial Code as enacted in any relevant jurisdiction or in the United States Patent and Trademark Office or United States Copyright Office.

2.2. No Liens. Such Assignor is, and as to Collateral acquired by it from time to time after the date hereof such Assignor will be, the owner of, or has rights in, all Collateral free from any Lien, security interest, encumbrance or other right, title or interest of any Person (other than Permitted Liens), and such Assignor shall defend the Collateral to the extent of its rights therein against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Collateral Agent.

2.3. Other Financing Statements. As of the date hereof, there is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering any interest of any kind in the Collateral (other than financing statements filed in respect of Permitted Liens), and so long as the Total Commitment has not been terminated or any Note remains unpaid or any of the Obligations remain unpaid or any Interest Rate Protection Agreement or Other Hedging Agreement or Letter of Credit remains in effect (other than Letters of Credit, together with all Fees that have accrued and will accrue thereon through the stated termination date of such Letters of Credit, which have been supported in a manner satisfactory to the Letter of Credit Issuer as provided in the Credit Agreement) or any Obligations are owed with respect thereto, such Assignor will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by such Assignor or as permitted by the Credit Agreement.

2.4. Chief Executive Office; Records. The chief executive office of such Assignor is located at the address or addresses indicated on Annex A hereto for such Assignor. Such Assignor will not move its chief executive office except to such new location as such Assignor may establish in accordance with the last sentence of this Section 2.4. The originals of all documents evidencing all Receivables and Contract Rights of such Assignor and the only original books of account and records of such Assignor relating thereto are, and will continue to be, kept at such chief executive office, at one or more of the locations set forth on Annex B hereto or at such new locations as such Assignor may establish in accordance with the last sentence of this Section 2.4. All Receivables and Contract Rights of such Assignor are, and will continue to be, maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, the office locations described above or such new location established in accordance with the last sentence of this Section 2.4. No Assignor shall establish new locations for such offices until (i) it shall have given to the Collateral Agent not less than 30 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request and (ii) with respect to such new location, it shall have taken all action, satisfactory to the

Collateral Agent, to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

2.5. Location of Inventory and Equipment. (a) All Inventory and Equipment held on the date hereof by each Assignor is located at one of the locations shown on Annex B hereto for such Assignor (other than (i) immaterial portions of Inventory as may be transferred to another location in connection with a sale of such Inventory in the ordinary course of business, so long as such sale occurs within 30 days from the date of such transfer and (ii) various spare parts held for maintenance or repair of Equipment). Each Assignor agrees that all Inventory and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to) any one of the locations shown on Annex B hereto, or such new location as such Assignor may establish in accordance with the last sentence of this Section 2.5 (other than (i) immaterial portions of Inventory may be transferred to another location in connection with a sale of such Inventory in the ordinary course of business, so long as such sale occurs within 30 days from the date of such transfer or (ii) various spare parts held for maintenance or repair of Equipment). Any Assignor may establish a new location for Inventory and Equipment only if (i) it shall have given to the Collateral Agent not less than 30 days prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may request and (ii) with respect to such new location, it shall have taken all action satisfactory to the Collateral Agent to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

(b) Inventory and Equipment may be transferred in accordance with the terms of the Credit Agreement subject to procedures set forth herein relating to releases of Collateral.

2.6. Trade Names; Change of Name. No Assignor has or operates in any jurisdiction under, or in the preceding 12 months has had or has operated in any jurisdiction under, any trade names, fictitious names or other names except its legal name and such other trade or fictitious names as are listed on Annex C hereto. No Assignor shall change its legal name or assume or operate in any jurisdiction under any trade, fictitious or other name except those names listed on Annex C hereto and new names established in accordance with the last sentence of this Section 2.7. No Assignor shall assume or operate in any jurisdiction under any new trade, fictitious or other name until (i) it shall have given to the Collateral Agent not less than 30 days' prior written notice of its intention so to do, clearly describing such new name and the jurisdictions in which such new name shall be used and providing such other information in connection therewith as the Collateral Agent may request and (ii) with respect to such new name, it shall have taken all action requested by

the Collateral Agent, to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

ARTICLE III

SPECIAL PROVISIONS CONCERNING RECEIVABLES; CONTRACT RIGHTS; INSTRUMENTS

3.1. Additional Representations and Warranties. As of the time when each of its Receivables arises, each Assignor shall be deemed to have represented and warranted that such Receivable is genuine and represents a bona fide transaction completed in accordance with the terms and provisions contained in any document related thereto and for which payment is owed to Assignor.

3.2. Maintenance of Records. Each Assignor will keep and maintain at its own cost and expense accurate records of its Receivables and Contracts, records of all payments received, all credits granted thereon, all merchandise returned and all other dealings therewith, and such Assignor will make the same available on such Assignor's premises to the Collateral Agent for inspection, at such Assignor's own cost and expense, at any and all reasonable times upon reasonable prior notice to an Authorized Officer of such Assignor. Upon the occurrence and during the continuance of an Event of Default and at the request of the Collateral Agent, such Assignor shall, at its own cost and expense, deliver all tangible evidence of its Receivables and Contract Rights (including, without limitation, all documents evidencing the Receivables and all Contracts) and such books and records to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Assignor). Upon the occurrence and during the continuance of an Event of Default and if the Collateral Agent so directs, such Assignor shall legend, in form and manner satisfactory to the Collateral Agent, the Receivables and the Contracts, as well as books, records and documents (if any) of such Assignor evidencing or pertaining to such Receivables and Contracts with an appropriate reference to the fact that such Receivables and Contracts have been assigned to the Collateral Agent and that the Collateral Agent has a security interest therein.

3.3. Direction to Account Debtors; Contracting Parties; etc. Upon the occurrence and during the continuance of an Event of Default, and if the Collateral Agent so directs any Assignor, such Assignor agrees (x) upon the written request of the Collateral Agent, unless an Event of Default of the type specified in Section 9.05 has occurred and is continuing, to cause all payments on account of the Receivables and Contracts to be made

directly to the Cash Collateral Account, (y) that the Collateral Agent may, at its option, directly notify the obligors with respect to any Receivables and/or under any Contracts to make payments with respect thereto as provided in the preceding clause (x) and (z) that the Collateral Agent may enforce collection of any Receivables and Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Assignor. Without notice to or assent by any Assignor, the Collateral Agent may apply any or all amounts then in, or thereafter deposited in, the Cash Collateral Account which application shall be effected in the manner provided in Section 7.4 of this Agreement. The reasonable costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by the Assignor or the Collateral Agent, shall be borne by the relevant Assignor. The Collateral Agent shall use reasonable efforts to deliver a copy of each notice referred to in the preceding clause (y) to the relevant Assignor not later than the date of delivery of such notice to obligors; provided that the failure by the Collateral Agent to so notify such Assignor shall not affect the effectiveness of such notice or the other rights of the Collateral Agent created by this Section 3.3.

3.4. Modification of Terms; etc. No Assignor shall rescind or cancel any indebtedness evidenced by any Receivable or under any Contract, or modify in any material respect any term thereof or make any material adjustment with respect thereto, or extend or renew the same, or compromise or settle any material dispute, claim, suit or legal proceeding relating thereto, or sell any Receivable or Contract, or interest therein, without the prior written consent of the Collateral Agent, except as permitted by Section 3.5 hereof. Each Assignor will duly fulfill all obligations on its part to be fulfilled under or in connection with the Receivables and Contracts and will do nothing to impair the rights of the Collateral Agent in the Receivables or Contracts.

3.5. Collection. Each Assignor shall endeavor in accordance with reasonable business practices to cause to be collected from the account debtor named in each of its Receivables or obligor under any Contract, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of such Receivable or Contract, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable or under such Contract, except that, prior to the occurrence of an Event of Default, any Assignor may allow in the ordinary course of business as adjustments to amounts owing under its Receivables and Contracts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which such Assignor finds appropriate in accordance with reasonable business judgment and (ii) a refund or credit due as a result of returned or damaged merchandise or improperly performed services or for other reasons which such Assignor finds appropriate in accordance with reasonable business judgment. The

reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of collection, whether incurred by an Assignor or the Collateral Agent, shall be borne by the relevant Assignor.

3.6. Instruments. If any Assignor owns or acquires any Instrument constituting Collateral with a face amount of \$500,000 or more, such Assignor will within 10 Business Days notify the Collateral Agent thereof, and upon request by the Collateral Agent will promptly deliver such Instrument to the Collateral Agent appropriately endorsed in blank or to the order of the Collateral Agent as further security hereunder as requested by the Collateral Agent.

ARTICLE IV

SPECIAL PROVISIONS CONCERNING TRADEMARKS

4.1. Additional Representations and Warranties. Each Assignor represents and warrants that it is the true and lawful owner of or otherwise has the right to use the registered Marks listed in Annex D hereto for such Assignor and that said listed Marks constitute all the United States marks and applications for United States marks registered in the United States Patent and Trademark Office that such Assignor presently owns or uses in connection with its business. Each Assignor represents and warrants that it owns, is licensed to use or otherwise has the right to use all Marks that it uses. Each Assignor further warrants that it has no knowledge of any third party claim that any aspect of such Assignor's present or currently contemplated business operations infringes or will infringe any trademark, service mark or trade name held or used by any other party. Each Assignor represents and warrants that it is the true and lawful owner of or otherwise has the right to use all U.S. trademark registrations and applications listed in Annex D hereto and that said registrations are valid, subsisting, have not been cancelled and that such Assignor is not aware of any third-party claim that any of said registrations is invalid or unenforceable, or is not aware that there is any reason that any of said registrations is invalid or unenforceable, or is not aware that there is any reason that any of said applications will not pass to registration. Each Assignor hereby grants to the Collateral Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Mark, and record the same.

4.2. Licenses and Assignments. Except as otherwise permitted by the Credit Agreement or this Agreement, each Assignor hereby agrees not to divest itself of any right under any Mark absent prior written approval of the Collateral Agent.

4.3. Infringements. Each Assignor agrees, promptly upon learning thereof, to notify the Collateral Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who such Assignor believes is infringing or diluting or otherwise violating in any material respect any of such Assignor's rights in and to any Mark material to such Assignor's business, or with respect to any party claiming that such Assignor's use of any Mark material to such Assignor's business violates in any material respect any property right of that party. Each Assignor further agrees, absent direction by the Collateral Agent to the contrary, diligently to prosecute if it determines to do so in accordance with reasonable business judgment any Person infringing any such Mark owned by such Assignor, in accordance with reasonable business practices.

4.4. Preservation of Marks. Each Assignor agrees to use its Marks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve such Marks as trademarks or service marks under the laws of the United States; provided that no Assignor shall be obligated to preserve any Mark in the event such Assignor determines, in its reasonable business judgment, that the preservation of such Mark is no longer desirable in the conduct of its business.

4.5. Maintenance of Registration. Each Assignor shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq. to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its registered Marks pursuant to 15 U.S.C. §§ 1058(a), 1059 and 1065, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Collateral Agent; provided that no Assignor shall be obligated to maintain registration of any Mark in the event that such Assignor determines, in its reasonable business judgment, that such maintenance of such Mark is no longer necessary or desirable in the conduct of its business. Each Assignor agrees to notify the Collateral Agent three (3) months prior to the dates on which the affidavits of use or the applications for renewal registration are due with respect to any registered Mark that the affidavits of use or the renewal is being processed or being abandoned, as the case may be.

4.6. Future Registered Marks. If any Mark registration issues hereafter to any Assignor as a result of any application now or hereafter pending before the United States Patent and Trademark Office, such Mark shall be deemed to have been assigned by such Assignor for security to the Collateral Agent and within 30 days of receipt of a certificate of registration, such Assignor shall deliver to the Collateral Agent a copy of such certificate, and an assignment for security in such Mark, to the Collateral Agent and at the expense of such Assignor, confirming the assignment for security in such Mark to the Collateral Agent hereunder, the form of such security to be substantially the same as the form hereof or in such other form as may be reasonably satisfactory to the Collateral Agent.

4.7. Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent may, by written notice to the relevant Assignor, take any or all of the following actions: (i) declare the entire right, title and interest of such Assignor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested in the Collateral Agent for the benefit of the Secured Creditors, in which event such rights, title and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Creditors, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 4.1 hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency; (ii) take and use or sell the Marks and the goodwill of such Assignor's business symbolized by the Marks and the right to carry on the business and use the assets of such Assignor in connection with which the Marks have been used; and (iii) direct such Assignor to refrain, in which event such Assignor shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Collateral Agent, execute such other and further documents that the Collateral Agent may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Collateral Agent.

ARTICLE V

SPECIAL PROVISIONS CONCERNING PATENTS, COPYRIGHTS AND TRADE SECRETS

5.1. Additional Representations and Warranties. Each Assignor represents and warrants that it is the true and lawful owner or licensee of all rights in (i) all material United States trade secrets and proprietary information necessary to operate the business of the Assignor (the "Trade Secret Rights"), (ii) the Patents listed in Annex E hereto for such Assignor and that said Patents constitute all the United States patents and applications for United States patents that such Assignor now owns and (iii) the Copyrights listed in Annex

F hereto for such Assignor and that said Copyrights constitute all registrations of United States copyrights and applications for United States copyright registrations that such Assignor now owns. Each Assignor further warrants that it has no knowledge of any third party claim that any aspect of such Assignor's present or currently contemplated business operations infringes or will infringe any patent or any copyright owned or held by any other party or such Assignor has misappropriated any trade secret or proprietary information owned or held by any other party. Each Assignor hereby grants to the Collateral Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of any Event of Default, any document which may be required by the United States Patent and Trademark Office or the United States Copyright Office in order to effect an absolute assignment of all right, title and interest in each Patent and Copyright, and to record the same.

5.2. Licenses and Assignments. Except as otherwise permitted by the Credit Agreement or this Agreement, each Assignor hereby agrees not to divest itself of any right under any Patent or Copyright absent prior written approval of the Collateral Agent.

5.3. Infringements. Each Assignor agrees, promptly upon learning thereof, to furnish the Collateral Agent in writing with all pertinent information available to such Assignor with respect to any infringement, contributing infringement or active inducement to infringe in any Patent or Copyright material to such Assignor's business or to any claim that the practice of any such Patent or the use of any such Copyright violates any property right of a third party, or with respect to any misappropriation of any Trade Secret Right material to such Assignor's business or any claim that practice of any such Trade Secret Right violates any property right of a third party. Each Assignor further agrees, absent direction of the Collateral Agent to the contrary, diligently to prosecute, if it determines to do so in accordance with reasonable business judgment, any Person infringing any Patent or Copyright or any Person misappropriating any Trade Secret Right in accordance with reasonable business practices.

5.4. Maintenance of Patents. At its own expense, each Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. § 41 to maintain in force rights under each Patent, absent prior written consent of the Collateral Agent; provided that no Assignor shall be obligated to maintain any Patent in the event such Assignor determines, in its reasonable business judgment, that the maintenance of such Patent is no longer necessary or desirable in the conduct of its business.

5.5. Prosecution of Patent Application. At its own expense, each Assignor shall diligently prosecute all applications for United States Patents listed in Annex E hereto for such Assignor and shall not abandon any such application prior to exhaustion of all

administrative and judicial remedies, absent written consent of the Collateral Agent; provided that the Assignor shall be obligated to prosecute any application in the event such Assignor determines, in its reasonable business judgment, that the prosecuting of such application is no longer necessary or desirable in the conduct of its business.

5.6. Other Patents and Copyrights. Within 30 days of the acquisition or issuance of a United States Patent, registration of a Copyright, or acquisition of a registered Copyright, or of filing of an application for a United States Patent or Copyright, such United States Patent or Copyright shall be deemed to have been assigned by such Assignor for security to the Collateral Agent, and the relevant Assignor shall deliver to the Collateral Agent a copy of said Copyright or certificate or registration of, or application therefor, said Patents, as the case may be, with an assignment for security as to such Patent or Copyright, as the case may be, to the Collateral Agent and at the expense of such Assignor, confirming the assignment for security, the form of such assignment for security to be substantially the same as the form hereof or in such other form as may be reasonably satisfactory to the Collateral Agent.

5.7. Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent may by written notice to the relevant Assignor, take any or all of the following actions: (i) declare the entire right, title, and interest of such Assignor in each of the Patents and Copyrights vested in the Collateral Agent for the benefit of the Secured Creditors, in which event such right, title, and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Creditors, in which case the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 5.1 hereof to execute, cause to be acknowledged and notarized and to record said absolute assignment with the applicable agency; (ii) take and practice or sell the Patents and Copyrights; and (iii) direct such Assignor to refrain, in which event such Assignor shall refrain, from practicing the Patents and using the Copyrights directly or indirectly, and such Assignor shall execute such other and further documents as the Collateral Agent may request further to confirm this and to transfer ownership of the Patents and Copyrights to the Collateral Agent for the benefit of the Secured Creditors.

ARTICLE VI

PROVISIONS CONCERNING ALL COLLATERAL

6.1. Protection of Collateral Agent's Security. Each Assignor will do nothing to impair the rights of the Collateral Agent in the Collateral. Each Assignor will at all times keep its Inventory and Equipment insured in favor of the Collateral Agent, at

such Assignor's own expense to the extent and in the manner provided in the Credit Agreement; all policies or certificates with respect to such insurance (and any other insurance maintained by such Assignor) (i) shall be endorsed to the Collateral Agent's satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as additional insured and loss payee) and (ii) shall state that such insurance policies shall not be cancelled or revised without at least 30 days' prior written notice thereof by the insurer to the Collateral Agent; and certified copies of such policies or certificates shall be deposited with the Collateral Agent. If any Assignor shall fail to insure its Inventory and Equipment in accordance with the preceding sentence, or if any Assignor shall fail to so endorse and deposit all policies or certificates with respect thereto, the Collateral Agent shall have the right (but shall be under no obligation) to procure such insurance and such Assignor agrees to promptly reimburse the Collateral Agent for all costs and expenses of procuring such insurance. Except as otherwise permitted to be retained by the relevant Assignor pursuant to the Credit Agreement, the Collateral Agent shall, at the time such proceeds of such insurance are distributed to the Secured Creditors, apply such proceeds in accordance with Section 7.4 hereof. Each Assignor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of such Assignor to pay the Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Assignor.

6.2. Further Actions. Each Assignor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Collateral Agent deems reasonably appropriate or advisable to perfect, preserve or protect its security interest in the Collateral.

6.3. Financing Statements. Each Assignor agrees to execute and deliver to the Collateral Agent such financing statements, in form reasonably acceptable to the Collateral Agent, as the Collateral Agent may from time to time reasonably request or as are necessary or desirable in the opinion of the Collateral Agent to establish and maintain a valid, enforceable, first priority perfected security interest in the Collateral as provided herein and the other rights and security contemplated hereby all in accordance with the Uniform Commercial Code as enacted in any and all relevant jurisdictions or any other relevant law. Each Assignor will pay any applicable filing fees, recordation taxes and related expenses relating to its Collateral. Each Assignor hereby authorizes the Collateral

Agent to file any such financing statements without the signature of such Assignor where permitted by law.

ARTICLE VII

REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT

7.1. Remedies; Obtaining the Collateral Upon Default. Each Assignor agrees that, if any Event of Default shall have occurred and be continuing, then and in every such case, the Collateral Agent, in addition to any rights now or hereafter existing under applicable law, shall have all rights as a secured creditor under the Uniform Commercial Code in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from such Assignor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon such Assignor's premises where any of the Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of such Assignor;

(ii) instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Receivables and the Contracts) constituting the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent;

(iii) withdraw all monies, securities and instruments in the Cash Collateral Account for application to the Obligations in accordance with Section 7.4 hereof;

(iv) sell, assign or otherwise liquidate any or all of the Collateral or any part thereof in accordance with Section 7.2 hereof, or direct the relevant Assignor to sell, assign or otherwise liquidate any or all of the Collateral or any part thereof, and, in each case, take possession of the proceeds of any such sale or liquidation;

(v) take possession of the Collateral or any part thereof, by directing the relevant Assignor in writing to deliver the same to the Collateral Agent at any place or places designated by the Collateral Agent, in which event such Assignor shall at its own expense:

(x) forthwith cause the same to be moved to the place or places so designated by the Collateral Agent and there delivered to the Collateral Agent;

(y) store and keep any Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent as provided in Section 7.2 hereof; and

(z) while the Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition; and

(vi) license or sublicense, whether on an exclusive or nonexclusive basis, any Marks, Patents or Copyrights included in the Collateral for such term and on such conditions and in such manner as the Collateral Agent shall in its sole judgment determine (taking into account such provisions as may be necessary to protect and preserve such Marks, Patents or Copyrights);

it being understood that each Assignor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by such Assignor of said obligation. The Secured Creditors agree that this Agreement may be enforced only by the action of the Administrative Agent or the Collateral Agent, in each case acting upon the instructions of the Required Banks (or, after the date on which all Credit Document Obligations have been paid in full, the holders of at least the majority of the outstanding Other Obligations) and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent or the Collateral Agent or the holders of at least a majority of the outstanding Interest Rate Obligations, as the case maybe, for the benefit of the Secured Creditors upon the terms of this Agreement.

7.2. Remedies: Disposition of the Collateral. Any Collateral repossessed by the Collateral Agent under or pursuant to Section 7.1 hereof and any other Collateral whether or not so repossessed by the Collateral Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Collateral Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed

of, in the condition in which the same existed when taken by the Collateral Agent or after any overhaul or repair at the expense of the relevant Assignor which the Collateral Agent shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to the relevant Assignor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the 10 days after the giving of such notice, to the right of the relevant Assignor or any nominee of such Assignor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to the relevant Assignor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the Collateral Agent's option, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Collateral Agent may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the relevant Assignor. If, under mandatory requirements of applicable law, the Collateral Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the relevant Assignor as hereinabove specified, the Collateral Agent need give such Assignor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

7.3. Waiver of Claims. Except as otherwise provided in this Agreement, **EACH ASSIGNOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE COLLATERAL AGENT'S TAKING POSSESSION OR THE COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH SUCH ASSIGNOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE,** and each Assignor hereby further waives, to the extent permitted by law:

(i) all damages occasioned by such taking of possession except any damages which are the direct result of the Collateral Agent's gross negligence or willful misconduct;

(ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder; and

(iii) all rights of redemption, appraisalment, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof, and each Assignor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the relevant Assignor therein and thereto, and shall be a perpetual bar both at law and in equity against such Assignor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under such Assignor.

7.4. Application of Proceeds. (a) All moneys collected by the Collateral Agent (or, to the extent the Pledge Agreement, the Mortgages or Additional Security Documents require proceeds of collateral under such Security Documents to be applied in accordance with the provisions of this Agreement, the Pledgee or Mortgagee under such other Security Document) upon any sale or other disposition of the Collateral, together with all other moneys received by the Collateral Agent hereunder, shall be applied as follows:

(i) first, to the payment of all Obligations owing the Collateral Agent of the type provided in clauses (iii) and (iv) of the definition of Obligations;

(ii) second, to the extent proceeds remain after the application pursuant to the preceding clause (i), an amount equal to the outstanding Obligations shall be paid to the Secured Creditors as provided in Section 7.4(c) hereof with each Secured Creditor receiving an amount equal to its outstanding Obligations or, if the proceeds are insufficient to pay in full all such Obligations, its Pro Rata Share of the amount remaining to be distributed; and

(iii) third, to the extent proceeds remain after the application pursuant to the preceding clauses (i) and (ii) and following the termination of this Agreement pursuant to Section 10.8 hereof, to the relevant Assignor or, to the extent directed by such Assignor or a court of competent jurisdiction, to whomever may be lawfully entitled to receive such surplus.

(b) For purposes of this Agreement, "Pro Rata Share" shall mean, when calculating a Secured Creditor's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Creditor's Obligations and the denominator of which is the then outstanding amount of all Obligations.

(c) All payments required to be made to the Bank Creditors hereunder shall be made to the Agent under the Credit Agreement for the account of the Bank Creditors and all payments required to be made to the Other Creditors hereunder shall be made directly to the respective Other Creditors.

(d) For purposes of applying payments received in accordance with this Section 7.4, the Collateral Agent shall be entitled to rely upon (i) the Administrative Agent under the Credit Agreement and (ii) the Other Creditors for a determination (which the Administrative Agent, each Other Creditor and the Secured Creditors agree (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Obligations owed to the Bank Creditors or the Other Creditors, as the case may be. Unless it has actual knowledge (including by way of written notice from a Bank Creditor or an Other Creditor) to the contrary, the Administrative Agent under the Credit Agreement, in furnishing information pursuant to the preceding sentence, and the Collateral Agent, in acting hereunder, shall be entitled to assume that (x) no Credit Document Obligations other than principal, interest and regularly accruing fees are owing to any Bank Creditor and (y) no Interest Rate Protection Agreement or Other Hedging Agreement, or Other Obligations in respect thereof, are in existence.

(e) It is understood that the Assignors shall remain jointly and severally liable to the extent of any deficiency remaining in the Obligations after receipt of the proceeds of the Collateral.

7.5. Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Collateral Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, the Interest Rate Protection Agreements or Other Hedging Agreements, the other Credit Documents or now or hereafter existing at law, in equity or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Collateral Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Collateral Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right,

power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. No notice to or demand on any Assignor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Collateral Agent to any other or further action in any circumstances without notice or demand. In the event that the Collateral Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Collateral Agent may recover reasonable expenses, including attorneys' fees, and the amounts thereof shall be included in such judgment.

7.6. Discontinuance of Proceedings. In case the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case the relevant Assignor, the Collateral Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Collateral Agent shall continue as if no such proceeding had been instituted.

ARTICLE VIII

INDEMNITY

8.1. Indemnity. (a) Each Assignor jointly and severally agrees to indemnify, reimburse and hold the Collateral Agent, each other Secured Creditor and their respective successors, permitted assigns, employees, agents and servants (hereinafter in this Section 8.1 referred to individually as "Indemnitee," and collectively as "Indemnitees") harmless from any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs, expenses or disbursements (including attorneys' fees and expenses) (for the purposes of this Section 8.1 the foregoing are collectively called "expenses") of whatsoever kind and nature imposed on, asserted against or incurred by any ~~of the Indemnitees in any way relating to or arising out of this Agreement, any Interest Rate Protection Agreement or Other Hedging Agreement, any other Credit Document or any other document executed in connection herewith or therewith or in any other way connected with the administration of the transactions contemplated hereby or thereby or the enforcement of any of the terms of, or the preservation of any rights under any thereof, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including, without limitation, latent or other defects,~~

whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee), or property damage), or contract claim; provided that no Indemnitee shall be indemnified pursuant to this Section 8.1(a) for losses, damages or liabilities to the extent caused by the gross negligence or willful misconduct of such Indemnitee. Each Assignor agrees that upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the relevant Assignor shall assume full responsibility for the defense thereof. Each Indemnitee agrees to use its best efforts to promptly notify the relevant Assignor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of Section 8.1(a) hereof, each Assignor agrees, jointly and severally, to pay, or reimburse the Collateral Agent for any and all reasonable fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Collateral Agent's Liens on, and security interest in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral, provided that the Collateral Agent shall not pay amounts due with respect to taxes, Liens or insurance in respect of the Collateral unless such Assignor shall have failed to do so following notice by the Collateral Agent.

(c) If and to the extent that the obligations of any Assignor under this Section 8.1 are unenforceable for any reason, such Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

8.2. Indemnity Obligations Secured by Collateral: Survival. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Obligations secured by the Collateral. The indemnity obligations of each Assignor contained in this Article VIII shall continue in full force and effect notwithstanding the full payment of all the Notes issued under the Credit Agreement, the termination of all Interest Rate Protection Agreements or Other Hedging Agreements and the payment of all other Obligations and notwithstanding the discharge thereof.

ARTICLE IX

DEFINITIONS

The following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Administrative Agent" shall have the meaning provided in the recitals to this Agreement.

"Agreement" shall mean this Security Agreement as the same may be modified, supplemented or amended from time to time in accordance with its terms.

"Assignor" shall have the meaning provided in the first paragraph of this Agreement.

"Bank Creditors" shall have the meaning provided in the recitals to this Agreement.

"Banks" shall have the meaning provided in the recitals to this Agreement.

"Borrower" shall have the meaning provided in the recitals to this Agreement.

"Cash Collateral Account" shall mean a non-interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Collateral Agent for the benefit of the Secured Creditors.

"Chattel Paper" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Class" shall have the meaning provided in Section 10.2 of this Agreement.

"Collateral" shall have the meaning provided in Section 1.1(a) of this Agreement.

"Collateral Agent" shall have the meaning provided in the first paragraph of this Agreement.

"Contract Rights" shall mean all rights of any Assignor (including, without limitation, all rights to payment) under each Contract (including each Excluded Contract to the extent provided in the definition thereof).

"Contracts" shall mean all contracts (other than Excluded Contracts except to the extent provided in the definition thereof) between any Assignor and one or more additional parties (including, without limitation, any Interest Rate Protection Agreements or Other Hedging Agreements).

"Copyrights" shall mean any United States or foreign copyright owned by any Assignor, including any registrations of any Copyrights, in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by any Assignor.

"Credit Agreement" shall have the meaning provided in the recitals to this Agreement.

"Credit Document Obligations" shall have the meaning provided in the definition of "Obligations" in this Article IX.

"Default" shall mean any event which, with notice or lapse of time, or both, would constitute an Event of Default.

"Documents" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Assignor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Excluded Contracts" shall mean one or more Contracts which by their terms would be breached by the grant of the security interests created therein pursuant to the terms of this Agreement (it being understood and agreed, however, that notwithstanding the foregoing, all rights to payment for money due or to become due pursuant to any Excluded Contract shall be subject to the security interests created pursuant to this Agreement).

"Event of Default" shall mean any Event of Default under, and as defined in, the Credit Agreement and shall in any event, without limitation, include any payment default on any of the Obligations after the expiration of any applicable grace period.

"General Intangibles" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Indemnitee" shall have the meaning provided in Section 8.1 of this Agreement.

"Instrument" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Interest Rate Protection Agreements or Other Hedging Agreements" shall have the meaning provided in the recitals to this Agreement.

"Inventory" shall mean merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same; in all stages of production -- from raw materials through work-in-process to finished goods -- and all products and proceeds of whatever sort and wherever located and any portion thereof which may be returned, rejected, reclaimed or repossessed by the Collateral Agent from any Assignor's customers, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor.

"Liens" shall mean any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest in a financing lease or analogous instrument, in, of, or on any Assignor's property.

"Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by any Assignor, including any registration of any trademarks and service marks, or the equivalent thereof in any foreign country in the United States Patent and Trademark Office and any trade dress including logos and/or designs used by any Assignor in the United States or any foreign country.

"Obligations" shall mean (i) all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) and liabilities of each Assignor, now existing or hereafter incurred under, arising out of or in connection with any Credit Document to which such Assignor is a party and the due performance and compliance by each Assignor with the terms of each such Credit Document (all such obligations and liabilities under this clause (i), except to the extent consisting of obligations or indebtedness with respect to Interest Rate Protection Agreements or Other Hedging Agreements, being herein collectively called the "Credit Document Obligations"); (ii) all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) and liabilities of each Assignor now existing or hereafter incurred under, arising out of or in connection with any Interest Rate Protection Agreement or Other Hedging Agreement including, in the case of Assignors other than the Borrower, all obligations of such Assignor under its Guaranty in respect of Interest Rate Protection Agreements or Other Hedging Agreements (all such obligations and liabilities under this clause (ii) being herein collectively called the "Other Obligations"); (iii) any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral; (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of each Assignor referred to in clauses (i) and (ii), after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs; and (v) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under Section 8.1 of this Agreement.

"Other Creditors" shall have the meaning provided in the recitals to this Agreement.

"Other Obligations" shall have the meaning provided in the definition of "Obligations" in this Article IX.

"Patents" shall mean any United States or foreign patent to which any Assignor now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by any Assignor.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or any Assignor from time to time with respect to any of the Collateral, (ii) any and all payments (in any

form whatsoever) made or due and payable to any Assignor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Pro Rata Share" shall have the meaning provided in Section 7.4(b) of this Agreement.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor and, in any event, shall include, but shall not be limited to, all of such Assignor's rights to payment for goods sold or leased or services performed by such Assignor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by such Assignor to secure the foregoing, (b) all of any Assignor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto and (h) all other writings related in any way to the foregoing.

"Requisite Creditors" shall have the meaning provided in Section 10.2 of this Agreement.

"Secured Creditors" shall have the meaning provided in the recitals to this Agreement.

"Termination Date" shall have the meaning provided in Section 10.8 of this Agreement.

"Trade Secret Rights" shall have the meaning provided in Section 5.1 of this Agreement.

ARTICLE X

MISCELLANEOUS

10.1. Notices. Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, addressed:

- (a) if to any Assignor, at its address set forth opposite its signature below;
- (b) if to the Collateral Agent:

The Chase Manhattan Bank
 270 Park Avenue
 New York, New York 10017
 Attention: Richard Gallant
 Telephone No.: 270-3497
 Facsimile No.: 270-1063

(c) if to any Bank Creditor (other than the Collateral Agent), at such address as such Bank Creditor shall have specified in the Credit Agreement;

(d) if to any Other Creditor, at such address as such Other Creditor shall have specified in writing to each Assignor and the Collateral Agent;

or at such other address as shall have been furnished in writing by any Person described above to the party required to give notice hereunder.

10.2. Waiver; Amendment. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by each Assignor directly affected thereby and the Collateral Agent (with the consent of (x) either the Required Banks or, to the extent required by Section 12.12 of the Credit Agreement, all of the Banks at all times prior to the time on which all Credit Document Obligations have been paid in full or (y) the holders of at least a majority of the outstanding Other Obligations at all times after the time on which all Credit Document Obligations have been paid in full); provided that any change, waiver, modification or variance affecting the rights and benefits of a single Class of Secured Credi-

tors (and not all Secured Creditors in a like or similar manner) shall require the written consent of the Requisite Creditors of such Class of Secured Creditors. For the purpose of this Agreement the term "Class" shall mean each class of Secured Creditors, i.e., whether (x) the Bank Creditors as holders of the Credit Document Obligations or (y) the Other Creditors as the holders of the Other Obligations. For the purpose of this Agreement, the term "Requisite Creditors" of any Class shall mean each of (x) with respect to the Credit Document Obligations, the Required Banks and (y) with respect to the Other Obligations, the holders of at least a majority of all obligations outstanding from time to time under the Interest Rate Protection Agreements or Other Hedging Agreements.

10.3. Obligations Absolute. The obligations of each Assignor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of such Assignor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement, any other Credit Document or any Interest Rate Protection Agreement or Other Hedging Agreement; or (c) any amendment to or modification of any Credit Document or any Interest Rate Protection Agreement or Other Hedging Agreement or any security for any of the Obligations; whether or not any Assignor shall have notice or knowledge of any of the foregoing.

10.4. Successors and Assigns. This Agreement shall be binding upon each Assignor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns; provided that no Assignor may transfer or assign any or all of its rights or obligations hereunder without the prior written consent of the Collateral Agent. All agreements, statements, representations and warranties made by each Assignor herein or in any certificate or other instrument delivered by such Assignor or on its behalf under this Agreement shall be considered to have been relied upon by the Secured Creditors and shall survive the execution and delivery of this Agreement, the other Credit Documents and the Interest Rate Protection Agreements or Other Hedging Agreements regardless of any investigation made by the Secured Creditors or on their behalf.

10.5. Headings Descriptive. The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

10.6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

10.7. Assignor's Duties. It is expressly agreed, anything herein contained to the contrary notwithstanding, that each Assignor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and the Collateral Agent shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of each Assignor under or with respect to any Collateral.

10.8. Termination; Release. (a) After the Termination Date, this Agreement shall terminate (provided that all indemnities set forth herein including, without limitation, in Section 8.1 hereof shall survive such termination) and the Collateral Agent, at the request and expense of the respective Assignor, will promptly execute and deliver to such Assignor a proper instrument or instruments (including Uniform Commercial Code termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement. As used in this Agreement, "Termination Date" shall mean the date upon which the Total Commitment and all Interest Rate Protection Agreements or Other Hedging Agreements have been terminated, no Note or Letter of Credit is outstanding (other than Letters of Credit, together with all Fees that have accrued and will accrue thereon through the stated termination date of such Letters of Credit, which have been supported in a manner satisfactory to the Letter of Credit Issuer in its sole and absolute discretion) and all other Obligations (other than any indemnities described in Section 8.1 hereof and in Section 12.13 of the Credit Agreement which are not then due and payable) have been paid in full.

(b) In the event that any part of the Collateral is sold or otherwise disposed in connection with a sale or other disposition permitted by Section 8.02 of the Credit Agreement or is otherwise released at the direction of the Required Banks (or all the Banks if required by Section 12.12 of the Credit Agreement), the Collateral Agent, at the request and expense of such Assignor, will duly release from the security interest created hereby and ~~assign, transfer and deliver to such Assignor~~ (without recourse and without any representation or warranty) such of the Collateral as is then being (or has been) so sold or released and as may be in the possession of the Collateral Agent and has not theretofore been released pursuant to this Agreement.

(c) At any time that the respective Assignor desires that Collateral be released as provided in the foregoing Section 10.8(a) or (b), it shall deliver to the Collateral

Agent a certificate signed by an Authorized Officer stating that the release of the respective Collateral is permitted pursuant to Section 10.8(a) or (b) hereof.

10.9. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Collateral Agent.

10.10. The Collateral Agent. The Collateral Agent will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. It is expressly understood and agreed that the obligations of the Collateral Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement. The Collateral Agent shall act hereunder on the terms and conditions set forth in Section 11 of the Credit Agreement.

10.11. Additional Assignors. It is understood and agreed that any Subsidiary of the Borrower that is required to execute a counterpart of this Agreement after the date hereof pursuant to Sections 7.13 and/or 8.15 of the Credit Agreement shall automatically become an Assignor hereunder by executing a counterpart hereof and delivering the same to the Collateral Agent.

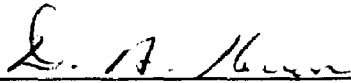
* * *

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


Address:
Safelite Glass Corp.
1105 Schrock Road
Columbus, OH 43229

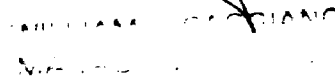
SAFELITE GLASS CORP.,
as an Assignor

Attention: Douglas A. Herron

By 
Title:

THE CHASE MANHATTAN BANK,
as Collateral Agent

By 
Title:



509265\0470\02488\96CKJALG.OTH

SCHEDULE OF CHIEF EXECUTIVE OFFICES
AND OTHER RECORD LOCATIONS

1105 Schrock Road
Columbus, OH 43227
(as to both Borrower and SGC Franchising Corp.)

SCHEDULE OF INVENTORY AND EQUIPMENT LOCATIONS

1. Borrower - Schedule B-1 attached hereto sets forth all of the locations where Inventory or Equipment is located.
2. SGC Franchising Corp. - The foregoing Assignor owns no material Inventory or Equipment on the date hereof.

STORE TYPE		LEASE TYPE		Rental		Total		Total		Total		Total	
State	Warehouse	Doc-clu	Expire	Unit	Rate	Unit	Rate	Unit	Rate	Unit	Rate	Unit	Rate
NC	W CHANLESTON	274	30-Nov-97	11,000	\$2,800	11,000	\$15,400	11,000	\$15,400	11,000	\$15,400	11,000	\$15,400
NC	7425 Green County Rd	800	30-Apr-98	52,000	\$5,000	52,000	\$33,000	52,000	\$33,000	52,000	\$33,000	52,000	\$33,000
NC	1184	287	30-Sep-97	52,000	\$4,700	52,000	\$21,150	52,000	\$21,150	52,000	\$21,150	52,000	\$21,150
TN	KNOXVILLE	313	31-Aug-98	53,000	\$3,000	53,000	\$21,200	53,000	\$21,200	53,000	\$21,200	53,000	\$21,200
TN	MEMPHIS	276	30-Sep-98	53,000	\$3,000	53,000	\$21,200	53,000	\$21,200	53,000	\$21,200	53,000	\$21,200
TN	7425 Green County Rd	1813	30-Sep-2001	53,000	\$4,100	53,000	\$21,200	53,000	\$21,200	53,000	\$21,200	53,000	\$21,200
TX	WASHVILLE	217	31-Aug-98	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
TX	ARLINGTON	248	31-Aug-98	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
TX	HOUSTON	247	30-Sep-2001	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
TX	SAN ANTONIO	278	30-Sep-2001	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
TX	1514 Regency Ave	235	31-Dec-99	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
UT	SALT LAKE CITY	1829	31-Dec-99	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
VA	ROANOKE	205	31-Dec-99	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
VA	3773 Regency Blvd	1642	31-Dec-99	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
VA	1804	236	31-Aug-2001	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
WA	SEATTLE	18	31-Aug-2001	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
WA	661 Dakota St	48	31-Aug-2001	54,100	\$4,100	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200	54,100	\$21,200
WA	Total Warehouses			1,377,847	163,574	1,377,847	13,812,333	1,377,847	13,812,333	1,377,847	13,812,333	1,377,847	13,812,333

2 STORES

CA	DAPINE	564	31-Dec-87	11,989	\$3,938	11,989	\$23,626	11,989	\$23,626	11,989	\$23,626	11,989	\$23,626
CA	FLORENCE	614	28-Feb-98	13,562	\$7,124	13,562	\$42,744	13,562	\$42,744	13,562	\$42,744	13,562	\$42,744
CA	HUNTSVILLE	688	31-Mar-2000	11,190	\$2,300	11,190	\$13,800	11,190	\$13,800	11,190	\$13,800	11,190	\$13,800
CA	MOBILE	553	31-Dec-87	12,336	\$5,052	12,336	\$30,312	12,336	\$30,312	12,336	\$30,312	12,336	\$30,312
CA	MONTGOMERY	785	30-Aug-99	12,582	\$5,174	12,582	\$30,744	12,582	\$30,744	12,582	\$30,744	12,582	\$30,744
CA	OPELKA	788	31-Dec-2000	11,435	\$2,870	11,435	\$17,640	11,435	\$17,640	11,435	\$17,640	11,435	\$17,640
CA	787	787	30-Sep-87	17,000	\$1,400	17,000	\$8,300	17,000	\$8,300	17,000	\$8,300	17,000	\$8,300
CA	SELMA	1478	30-Sep-2001	12,000	\$6,000	12,000	\$38,300	12,000	\$38,300	12,000	\$38,300	12,000	\$38,300
CA	TURKALOOSA	564	30-Nov-2000	11,140	\$2,860	11,140	\$14,430	11,140	\$14,430	11,140	\$14,430	11,140	\$14,430
CA	FT SMITH	542	31-Mar-87	11,128	\$2,256	11,128	\$3,384	11,128	\$3,384	11,128	\$3,384	11,128	\$3,384
CA	SPRINGDALE	488	31-Aug-87	11,915	\$2,950	11,915	\$15,900	11,915	\$15,900	11,915	\$15,900	11,915	\$15,900
CA	GLENDALE	468	CO-OWNED										
CA	LAKE HAVASU	661	31-Aug-2000	11,568	\$3,136	11,568	\$19,264	11,568	\$19,264	11,568	\$19,264	11,568	\$19,264
CA	MEGA	330	31-Mar-87	5965	\$1,830	5965	\$2,895	5965	\$2,895	5965	\$2,895	5965	\$2,895
CA	PHOENIX	1510	30-Sep-87	14,410	\$6,870	14,410	\$39,600	14,410	\$39,600	14,410	\$39,600	14,410	\$39,600
CA	PHOENIX	483	31-Mar-98	12,581	\$5,182	12,581	\$31,092	12,581	\$31,092	12,581	\$31,092	12,581	\$31,092
CA	SCOTTSDALE	458	31-Jul-99	11,351	\$2,702	11,351	\$18,457	11,351	\$18,457	11,351	\$18,457	11,351	\$18,457
CA	TEMPE	468	28-Feb-98	11,950	\$3,800	11,950	\$23,400	11,950	\$23,400	11,950	\$23,400	11,950	\$23,400
CA	TURCON	508	31-Aug-2000	11,825	\$2,250	11,825	\$19,500	11,825	\$19,500	11,825	\$19,500	11,825	\$19,500
CA	TURCON	508	01-Jan-98	11,404	\$2,808	11,404	\$23,184	11,404	\$23,184	11,404	\$23,184	11,404	\$23,184
CA	TURCON	508	30-Sep-2001	11,610	\$3,270	11,610	\$19,300	11,610	\$19,300	11,610	\$19,300	11,610	\$19,300
CA	YUMA	1717	28-Feb-98	12,887	\$3,784	12,887	\$38,394	12,887	\$38,394	12,887	\$38,394	12,887	\$38,394
CA	CATHEDRAL CITY	580	28-Feb-98	13,300	\$6,800	13,300	\$39,600	13,300	\$39,600	13,300	\$39,600	13,300	\$39,600
CA	CONCORD	1701	31-Jan-98	14,418	\$7,208	14,418	\$39,600	14,418	\$39,600	14,418	\$39,600	14,418	\$39,600
CA	FAIRFIELD	658	31-Mar-98	14,400	\$3,600	14,400	\$36,000	14,400	\$36,000	14,400	\$36,000	14,400	\$36,000
CA	FRESNO	629	31-Aug-99	13,723	\$7,466	13,723	\$45,831	13,723	\$45,831	13,723	\$45,831	13,723	\$45,831
CA	MILLBRAE	1804	31-May-97	11,668	\$3,336	11,668	\$8,390	11,668	\$8,390	11,668	\$8,390	11,668	\$8,390
CA	MODESTO	1718	31-Dec-87	13,000	\$6,000	13,000	\$33,000	13,000	\$33,000	13,000	\$33,000	13,000	\$33,000
CA	ORANGE	1409	31-Jun-2001	12,800	\$5,600	12,800	\$34,700	12,800	\$34,700	12,800	\$34,700	12,800	\$34,700
CA	PALMDALE	581	31-Oct-2000	10,354	\$6,214	10,354	\$62,124	10,354	\$62,124	10,354	\$62,124	10,354	\$62,124
CA	REDDING	1758	30-Jun-2001	12,340	\$4,680	12,340	\$29,414	12,340	\$29,414	12,340	\$29,414	12,340	\$29,414
CA	RIVERSIDE	583	31-May-98	13,300	\$19,000	13,300	\$19,000	13,300	\$19,000	13,300	\$19,000	13,300	\$19,000
CA	SACRAMENTO	652	31-Aug-2001	15,666	\$34,308	15,666	\$34,308	15,666	\$34,308	15,666	\$34,308	15,666	\$34,308
CA	SACRAMENTO	651	31-Oct-86	11,648	\$3,292	11,648	\$30,998	11,648	\$30,998	11,648	\$30,998	11,648	\$30,998
CA	SACRAMENTO	653	31-Aug-2001	11,543	\$3,566	11,543	\$30,998	11,543	\$30,998	11,543	\$30,998	11,543	\$30,998
CA	SACRAMENTO	1488	30-Nov-2000	11,145	\$2,290	11,145	\$13,800	11,145	\$13,800	11,145	\$13,800	11,145	\$13,800
CA	SALINAS	1488	31-Jan-98	14,862	\$9,774	14,862	\$58,314	14,862	\$58,314	14,862	\$58,314	14,862	\$58,314
CA	SAN FRANCISCO	490											

Address	City	State	Store	Location Type	Lease Expiration	Rent Inc. (Y/N)	Total Rent	1998	1999	2000	2001	R/R Ratio	Monthly Remaining Balance	Total Balance
2011 Stevens Creek Blvd	SAN JOSE	CA	481	Warehouse	31-Oct-98		\$2,000	\$4,000	\$20,000	\$20,000	\$20,000	\$127	\$1,000	\$1,000
27125 Sierra	SANTA CLARITA	CA	1488	Warehouse	30-Jun-2001	Y	\$4,074	\$4,148	\$24,000	\$24,000	\$24,000	\$127	\$24,000	\$24,000
11170 Alvarado Pl, Unit E	VICTORVILLE	CA	387	Warehouse	31-Jul-98		\$1,514	\$3,028	\$48,100	\$48,100	\$48,100	\$127	\$48,100	\$48,100
1480 S. Havana	AURORA	CO	512	Warehouse	30-Apr-2001		\$4,700	\$5,400	\$50,400	\$50,400	\$50,400	\$508	\$50,400	\$50,400
2480 32nd St	BOULDER	CO	516	Warehouse	30-Apr-2002		\$1,700	\$2,550	\$18,770	\$18,770	\$18,770	\$127	\$18,770	\$18,770
8078 W. Academy	COOL SPRINGS	CO	538	Warehouse	28-Feb-2000	Y	\$3,647	\$7,704	\$43,784	\$43,784	\$43,784	\$127	\$43,784	\$43,784
2322 E. Platte Ave	COOL SPRINGS	CO	525	Warehouse	31-Mar-2002		\$1,543	\$3,086	\$18,518	\$18,518	\$18,518	\$127	\$18,518	\$18,518
460 Broadway	DESERER	CO	520	Warehouse	31-Mar-2000	Y	\$2,700	\$5,400	\$34,050	\$34,050	\$34,050	\$127	\$34,050	\$34,050
4180 S. Broadway	ENGLEWOOD	CO	511	Warehouse	30-Jun-2000	Y	\$5,468	\$10,936	\$65,856	\$65,856	\$65,856	\$127	\$65,856	\$65,856
2108 E. College	FT. COLLINS	CO	538	Warehouse	31-May-97		\$2,800	\$5,600	\$14,500	\$14,500	\$14,500	\$127	\$14,500	\$14,500
6308 E. County Line Rd	HIGHLANDS RANCH	CO	535	Warehouse	31-Mar-2001		\$4,700	\$9,400	\$56,400	\$56,400	\$56,400	\$127	\$56,400	\$56,400
100 W. Wadsworth Blvd	LAKWOOD	CO	521	Warehouse	CO-OWNED		\$1,665	\$3,330	\$19,800	\$19,800	\$19,800	\$127	\$19,800	\$19,800
8600 W. Bascom Ave., Unit P	LITTLETON	CO	678	Warehouse	31-Dec-97		\$3,000	\$6,000	\$36,000	\$36,000	\$36,000	\$127	\$36,000	\$36,000
1620 Hwy 30 West	PUEBLO	CO	538	Warehouse	31-May-2000		\$1,500	\$18,720	\$18,720	\$18,720	\$18,720	\$127	\$18,720	\$18,720
7025 Federal Blvd	WESTMINSTER	CO	523	Warehouse	31-May-2000	Y	\$2,700	\$4,400	\$27,800	\$27,800	\$27,800	\$127	\$27,800	\$27,800
2801 North Ave.	BRIDGEPORT	CT	833	Warehouse	30-Apr-99	Y	\$2,601	\$5,202	\$31,363	\$31,363	\$31,363	\$127	\$31,363	\$31,363
481 Main St.	E. HARTFORD	CT	837	Warehouse	CO-OWNED		\$2,100	\$4,200	\$25,800	\$25,800	\$25,800	\$127	\$25,800	\$25,800
1588 Chapel Ave	HAMDEN	CT	832	Warehouse	31-Aug-2002		\$1,351	\$2,702	\$18,212	\$18,212	\$18,212	\$127	\$18,212	\$18,212
770 Mainfield Dr	MIDDLETOWN	CT	843	Warehouse	30-Apr-2001	Y	\$2,700	\$4,400	\$27,800	\$27,800	\$27,800	\$127	\$27,800	\$27,800
574 Boston Post Rd	MILFORD	CT	869	Warehouse	31-May-2000	Y	\$1,300	\$2,600	\$16,500	\$16,500	\$16,500	\$127	\$16,500	\$16,500
9020 W. Main St.	NEW BRITAIN	CT	854	Warehouse	31-Mar-97		\$2,700	\$5,400	\$34,050	\$34,050	\$34,050	\$127	\$34,050	\$34,050
276 Broad St.	NEW LONDON	CT	841	Warehouse	28-Feb-98	Y	\$1,300	\$2,600	\$16,500	\$16,500	\$16,500	\$127	\$16,500	\$16,500
9 Cross St.	NORWALK	CT	861	Warehouse	31-Oct-98		\$1,300	\$2,600	\$16,500	\$16,500	\$16,500	\$127	\$16,500	\$16,500
608 W. Main St.	NORWICH	CT	860	Warehouse	31-Mar-99		\$860	\$1,720	\$10,920	\$10,920	\$10,920	\$127	\$10,920	\$10,920
1447 Sumner Street	STAMFORD	CT	850	Warehouse	30-Nov-2000	Y	\$1,300	\$2,600	\$16,500	\$16,500	\$16,500	\$127	\$16,500	\$16,500
948 New Britain Ave	W. HARTFORD	CT	862	Warehouse	30-Sep-99		\$1,750	\$3,500	\$21,750	\$21,750	\$21,750	\$127	\$21,750	\$21,750
984 Wolcott St.	WATERBURY	CT	858	Warehouse	30-Jun-2000		\$1,300	\$2,600	\$16,500	\$16,500	\$16,500	\$127	\$16,500	\$16,500
1602 W. Main	WILLIAMTIC	CT	857	Warehouse	31-Jul-97		\$1,300	\$2,600	\$16,500	\$16,500	\$16,500	\$127	\$16,500	\$16,500
1423 P Street NW, Gate 1st	WASHINGTON	DC	5001	Warehouse	28-Feb-98		\$4,425	\$8,850	\$53,100	\$53,100	\$53,100	\$127	\$53,100	\$53,100
748 N. Dupont Hwy	DOVER	DE	354	Warehouse	31-May-2001		\$978	\$1,956	\$11,712	\$11,712	\$11,712	\$127	\$11,712	\$11,712
318 N. Dupont Hwy	GEORGETOWN	DE	360	Warehouse	17-Oct-97		\$402	\$804	\$4,020	\$4,020	\$4,020	\$127	\$4,020	\$4,020
517 Philadelphia Pl	NORTH WILMINGTON	DE	373	Warehouse	31-Jul-97		\$1,750	\$3,500	\$21,750	\$21,750	\$21,750	\$127	\$21,750	\$21,750
4722 Woodrow Hwy	WILMINGTON	DE	363	Warehouse	31-Oct-2000	Y	\$3,750	\$7,500	\$45,750	\$45,750	\$45,750	\$127	\$45,750	\$45,750
3401 Woodrow Hwy	WILMINGTON	DE	5302	Warehouse	30-Oct-2000	Y	\$3,048	\$6,096	\$38,412	\$38,412	\$38,412	\$127	\$38,412	\$38,412
370 S. Dale Hwy	CORAL GABLES	FL	748	Warehouse	31-Oct-98	Y	\$1,864	\$3,728	\$23,300	\$23,300	\$23,300	\$127	\$23,300	\$23,300
2800 S. Congress Ave., Ste D	DEL RAY BEACH	FL	754	Warehouse	31-Oct-98	Y	\$2,068	\$4,136	\$26,076	\$26,076	\$26,076	\$127	\$26,076	\$26,076
425 N. Federal Hwy	FT LAUDERDALE	FL	747	Warehouse	31-May-97		\$800	\$1,600	\$10,400	\$10,400	\$10,400	\$127	\$10,400	\$10,400
3720 Fowler St.	FT MYERS	FL	764	Warehouse	31-Jul-99		\$3,857	\$7,714	\$49,884	\$49,884	\$49,884	\$127	\$49,884	\$49,884
1533 N. W. 6th St.	JACKSONVILLE	FL	1147	Warehouse	31-Oct-98		\$1,431	\$2,862	\$18,172	\$18,172	\$18,172	\$127	\$18,172	\$18,172
3450 S. Broadway	JACKSONVILLE	FL	1348	Warehouse	30-Jun-99	Y	\$3,015	\$6,030	\$38,190	\$38,190	\$38,190	\$127	\$38,190	\$38,190
8120 Beach Blvd	JACKSONVILLE	FL	788	Warehouse	31-Mar-97		\$1,523	\$3,046	\$19,258	\$19,258	\$19,258	\$127	\$19,258	\$19,258
503 E. Memorial Blvd	LAKELAND	FL	766	Warehouse	31-Aug-2001		\$1,598	\$3,196	\$20,152	\$20,152	\$20,152	\$127	\$20,152	\$20,152
819 W. Missouri Ave	LARGO	FL	751	Warehouse	30-Apr-2000		\$1,606	\$3,212	\$20,262	\$20,262	\$20,262	\$127	\$20,262	\$20,262
1480 N. State Rd #7	MARGATE	FL	750	Warehouse	31-Jul-97		\$2,848	\$5,696	\$35,376	\$35,376	\$35,376	\$127	\$35,376	\$35,376
120 E. Jackson	MARIANNA	FL	1283	Warehouse	30-Apr-97		\$451	\$902	\$5,712	\$5,712	\$5,712	\$127	\$5,712	\$5,712
500 NE 187th St	MIAMI	FL	745	Warehouse	CO-OWNED		\$2,901	\$5,802	\$36,912	\$36,912	\$36,912	\$127	\$36,912	\$36,912
4823 Rittenbach Hammock	MIAMI	FL	773	Warehouse	05-Nov-97		\$2,098	\$4,196	\$27,168	\$27,168	\$27,168	\$127	\$27,168	\$27,168
6035 US Hwy 19	NEW PORT RICHEY	FL	758	Warehouse	31-Jul-2001		\$2,005	\$4,010	\$24,420	\$24,420	\$24,420	\$127	\$24,420	\$24,420
2301 HWY 10N St.	OCALA	FL	1284	Warehouse	30-Jun-2001		\$3,500	\$7,000	\$42,000	\$42,000	\$42,000	\$127	\$42,000	\$42,000
2408 N. East Ave. Suite A	PANAMA CITY	FL	780	Warehouse	31-Dec-98		\$2,054	\$4,108	\$26,432	\$26,432	\$26,432	\$127	\$26,432	\$26,432
1717 W. Peach Blvd	PENSACOLA	FL	762	Warehouse	31-Aug-97		\$2,452	\$4,904	\$30,764	\$30,764	\$30,764	\$127	\$30,764	\$30,764
6173 U.S. 19 North	PHOENIX PARK	FL	762	Warehouse	31-Jul-97		\$2,168	\$4,336	\$27,024	\$27,024	\$27,024	\$127	\$27,024	\$27,024
10558 S. Federal Hwy	PORT ST. LUKE	FL	772	Warehouse	31-Mar-98		\$2,168	\$4,336	\$27,024	\$27,024	\$27,024	\$127	\$27,024	\$27,024

Address	City	State	Store #	Location Type	Dec-ctd	Lease Expiration	Plant Inc (Y/N)	Total Rent (Y/N)	1997												1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930
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Address	City	State	Store	Location Type	Dec-cty	Lease Expiration	Rpt Inc (Y/N)	Total Rent	Total Rent												Lease Liability				
									1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008					
2401 G Woodward Ave	ROCKFORD	VA	1294			30-Jun-97		\$1,800	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$14,400	
8820 Springfield Mall	SPRINGFIELD	VA	5401			25-Nov-2000		\$2,912	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$3,944	\$148,800
148 S Rosemont Rd	VIENNA BEACH	VA	1300			31-May-98		\$3,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$24,000
495 Merriam Trail	WILLIAMSBURG	VA	1296			30-Jun-2000	Y	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
821 Shuburne Road	WILMINGTON	VT	1747			30-Jun-2001		\$2,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$120,000
2401 Auburn Way N	AUBURN	WA	431			31-Oct-99		\$2,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$120,000
12720 Red Road Rd	BELLEVUE	WA	447			30-Sep-98	Y	\$3,816	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$7,632	\$147,336
301 Prospect St	BELLEVUE	WA	447			31-Dec-2000	Y	\$1,633	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$3,266	\$128,134
330 Bath St	BREMERTON	WA	448			31-Dec-2000	Y	\$3,248	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$6,497	\$129,942
2008 Everett Ave	EVERETT	WA	448			31-Dec-2000	Y	\$3,684	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$7,368	\$149,832
34803 18th Ave South	FEDERAL WAY	WA	438			31-Jan-98		\$2,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$120,000
620 S Plum St	OLYMPIA	WA	438			30-Jul-97		\$1,589	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$3,178	\$128,628
801 W Lewis	PASCO	WA	437			CO-OWNED																			\$75,156
430 N Herndon	ROYALUP	WA	430			30-Nov-97		\$1,400	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$112,824
725 Rubier Ave South	RENTON	WA	441			31-May-98	Y	\$2,910	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$5,820	\$116,800
2717 8th Ave	SEATTLE	WA	440			29-Feb-2000		\$2,700	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$5,400	\$107,222
16001 Aurora Ave North	SEATTLE	WA	443			31-Dec-2000	Y	\$1,380	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$2,760	\$110,533
12509 Lake City Way NE	SEATTLE	WA	444			31-Dec-2000	Y	\$3,548	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$7,096	\$140,788
702 E Sprague	SPOKANE	WA	428			01-Nov-97		\$1,775	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550	\$140,788
8 254 1st St	SPOKANE	WA	428			30-Sep-98	Y	\$1,700	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$133,984
8408 S Tacoma Way	TACOMA	WA	438			CO-OWNED																			\$120,000
107 E. 1st St	TACOMA	WA	1365			31-Oct-99		\$2,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$160,000
5319 W Ford Du Lac Ave	YANOMA	WA	1433			31-Aug-2007		\$2,469	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$4,938	\$194,772
Total Stores	MILWAUKEE	WI	432				117	\$816,118	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$1,632,236	\$65,691,333
Grand Total			493				126	\$1,243,968	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$2,487,936	\$98,461,333

[CONTINUED ON NEXT PAGE]

[continuation page to Schedule B-1]

3. Plants

- A. Wichita, Kansas 701 A, B and C Murdoch
 (one plant complex) 721 A & B Murdoch
 805 A & B Murdoch
 1117 North Santa Fe
- B. Enfield, North Carolina Highway 301 North

4. New Combination Warehouse/Stores

<u>Warehouse No.</u>	<u>Store No.</u>	<u>Location</u>
289	1859	Baton Rouge, LA
282	1851	Spokane, WA
286	1516	Huntington, WV
287	1857	Albany, NY
288	1518	Bakersfield, CA

5. New Stores

<u>Store No.</u>	<u>Store Location</u>
1513	Durham, NC
1520	Yorkville, NY
1521	Melbourne, FL

TRADE AND FICTITIOUS NAMES

None.

LIST OF MARKS

The attached Schedule D-1 lists all Marks in which the Borrower previously had or now has any interest. Those Marks which are registered, or which constitute a registration application, are separately identified on Schedule D-1.

145816-1

SCHEDULE D-1

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	ORIGINAL APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Medicine and design File No. 90-0466	Safelite Industries, Inc.	361,164	952,576	5/28/70	02/06/73 Cancelled 08/07/79	
Safelite File No. 90-0466	Safelite Industries, Inc.	72/367,880	963,210	08/12/70	07/02/73 Expired 04/11/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	72/367,881	965,797	08/12/70	08/07/73 Expired -5/16/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	62/361,163A	971,773	05/28/70	10/30/73 Expired 08/08/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	72/361,163	993,066	05/28/70	09/10/74 Expired 06/19/95	Safelite Glass Corp.
LSI Glass File No. 89-079 see also File No. 90-0466	Lear Siegler, Inc.	73/662,969	1,471,414	05/26/87	01/05/88 Cancelled 07/11/94	Safelite Glass Corp.
Safelite Auto Glass Shop Locator Service File No. 89-080	Safelite Glass Corp.	73/823,364	Not Issued	09/05/89	Abandoned 10/02/91	
Safelite Auto Biography	Safelite Glass Corp.	73/797,987	Not Issued	05/05/89	Abandoned 02/07/91	
Audit Aide/Audit Aid File No. 89-082 and File No. 90-1111						
Clearview File No. 89-083	Safelite Glass Corp.	73/798,018	Not Issued	05/05/89	Abandoned 03/20/91	
Clearview and design File No. 89-083	Safelite Glass Corp.	73/798,019	Not Issued	05/05/89	Abandoned 03/20/91 Abandoned	
Safelite Skyline File No. 89-084	Safelite Industries, Inc.	77/112,037	1,107,910	01/10/77	12/03/78 Cancelled 06/14/85	Lear Siegler, Inc.
Safelite Design File No. 89-084	Royal Industries, Inc.	72/355,796	925,280	04/02/70	12/07/71 Expired 11/04/93	Safelite Industries, Inc.

* if different from original applicant registrant

® = Registered, or registration applied for

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	Filed	Registered	Current Owner*
Design-Cartoon Character Basking in the Sun in the Front seat of the Car File No. 89-088	Safelite Glass Corp.	73/797,983	1,580,569	05/05/89	1/30/90 Cancelled 08/05/96	
Design-Cartoon Character Driving in the Sun File No. 89-087	Safelite Glass Corp.	73/797,982	1,581,910	05/05/89	02/06/90 Cancelled 08/12/96	
Design-Men Installing Windshield File No. 89-089	Safelite Glass Corp.	73/797,984	1,580,570	05/05/89	1/30/90 Cancelled 08/05/96	
(R) Design-Man Windshield, & Car File No. 90-0466	Royal Industries, Inc.	72/355,796	925,280	04/02/90	12/07/71	Safelite Glass Corp.
Safelite Auto Glass, GTS, Glass File No. 90-0466	Safelite Glass Corp.	73/798,020	Not Issued	05/05/89	Abandoned 05/06/91	
Safelite Glass Technology System File No. 89-091	Safelite Glass Corp.	73/797,988	Not Issued	05/05/89	Abandoned 05/06/91	
GTS File No. 90-0174	Safelite Glass Corp.	73/797,989	Not Issued	05/05/89	Abandoned 11/19/90	
Flexbill File No. 89-092	Safelite Glass Corp.	73/797,986	Not Issued	05/05/89	Abandoned 01/10/91	
Flexbill File NO. 89-092	Safelite Glass Corp.	73/797,985	Not Issued	05/05/89	Abandoned 01/10/91	
Safesec File No. 89-090	Safelite Glass Corp.	73/797,981	1,573,856	05/05/89	12/26/89 Cancelled 07/01/96	
Design Only (R)	Safelite Glass Corp.	74/354,908	1,798,198	02/02/93	10/12/93	
Safeguard	Safelite Glass Corp.	74/078,953	Not issued	07/16/90	Abandoned 09/04/92	
Safelite (R)	Safelite Glass Corp.	75/212,359	Not issued	- Applied for		
Safelite Will Come To Your Home or Office File No. 89-087	Safelite Glass Corp.	73/822,711	1,595,708	08/31/89	05/08/90 Cancelled 11/11/96	

* if different from original applicant registrant

ADDED 12-19-96

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Norman's-Safelite Auto Glass (Trade Name) File No. 90-0312	Safelite Glass Corp.	NA	RN132159 (OH)	04/10/90	04/10/90 Expired 04/10/95	
WTS File No. 90-0411						
Safelite File No. 90-0411						
Glassnobble File No. 90-0466	Lear Siegler, Inc.	73/435,496	1,316,128	07/21/83	01/22/85 Cancelled 05/02/91	Safelite Glass Corp.
CAT Team and design File No. 92-0197	Safelite Glass Corp.	74/341,542	1,789,663	12/21/92	08/24/93	
Stop Sign Symbol	Safelite Glass Corp.	74/078,952	1,733,733	07/16/90	11/17/92	
Service Auto Glass File No. 90-0466	Safelite Industries, Inc.	72/393,498	948,370	05/28/71	12/05/72 Expired 09/23/93	Safelite Glass Corp.
Service is Our First Name	Royal Industries, Inc.	72/355,797	925,281	04/02/70	12/07/71 Expired 11/04/92	Safelite Glass Corp.
Your Glass Connection File No. 90-0466	Lear Siegler, Inc.	73/436,490	1,293,292	07/27/83	09/04/84 Cancelled 01/23/91	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Royal Industries, Inc.	72/432,865	968,546	08/16/72	09/18/73 Expired 06/27/94	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Royal Industries, Inc.	72/432,863	969,365	08/16/72	09/25/73 Expired 07/04/94	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Safelite Glass Corp.		418,929		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	Safelite Industries, Inc.	367,112		09/12/70		
Install Confidence File No. 90-0466	Lear Siegler, Inc.	73/539,945		04/17/86	Abandoned 12/10/87	Safelite Glass Corp.
SOC File No. 93-12-01-545	Safelite Glass Corp.	74/449,073	1,952,263	02/14/94	01/30/96	
Automobile Open Window Sunroof Appearance and Method Filed No. 90-0466			8444577		12/20/88	

* if different from original applicant registrant

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Safelite Auto Enhancement Services File No. 94-08-02-261						
Safelite Saves Cars File No. 90-0466						
Stop Car Duesy File No. 90-0466						
Your Auto Glass Connection File No. 90-0466						
Design-Van Strucking 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 Clean Solution.						
Safelite Vehicle Theft Deterrent System File No. 93-02-01-013						
5 Point Satisfaction Guarantee						

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
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						

*if different from original applicant registrant

United States Patent	Patent No.	Owner
Stanley	5,385,755	Safelite Glass Corp.
Tapp	5,472,168	Safelite Glass Corp.

94486

LIST OF PATENTS AND APPLICATIONS

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

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
Stanley	5,385,755	01/31/95
Tapp.	5,472,168	12/05/95

LIST OF COPYRIGHTS AND APPLICATIONS

None.

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
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						

*if different from original applicant registrant

United States Patent	Patent No.	Owner
Stanley	5,385,755	Safelite Glass Corp.
Tapp	5,472,168	Safelite Glass Corp.

94486

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 43229, 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 from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security

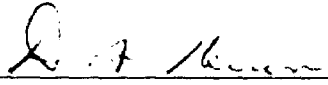
Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

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 th day of December, 1996.

SAFELITE GLASS CORP., Assignor

By 
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent, Assignee

By 
Title:

WILLIAM J. CAGGIANO
MANHATTAN, NEW YORK

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

On this _____ day of _____, _____, before me personally came
_____ who, being by me duly sworn, did state as follows: that he is
_____ of [Name of Assignor], 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

SCHEDULE A
to
ASSIGNMENT AGREEMENT

The attached Schedule A lists all Marks in which the Borrower previously had or now has any interest. Those Marks which are registered, or which constitute a registration application, are separately identified on Schedule A.

SCHEDULE A

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	ORIGINAL APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Redline and design File No. 90-0466	Safelite Industries, Inc.	361,164	952,576	5/28/70	02/06/73 Cancelled 08/07/79	
Safelite File No. 90-0466	Safelite Industries, Inc.	72/367,880	963,210	08/12/70	07/02/73 Expired 04/11/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	72/367,881	965,797	08/12/70	08/07/73 Expired 5/16/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	62/361,153A	971,773	05/28/70	10/30/73 Expired 08/08/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	72/361,163	993,066	05/28/70	09/10/74 Expired 06/19/95	Safelite Glass Corp.
LSI Glass File No. 89-079 see also File No. 90-0466	Lear Siegler, Inc.	73/662,969	1,471,414	05/26/87	01/05/88 Cancelled 07/11/94	Safelite Glass Corp.
Safelite Auto Glass Shop Locator Service File No. 89-080	Safelite Glass Corp.	73/823,364	Not Issued	09/05/89	Abandoned 10/02/91	
Safelite Auto Biography	Safelite Glass Corp.	73/797,987	Not Issued	05/05/89	Abandoned 02/07/91	
Audit Aide/Audit Aid File No. 89-082 and File No. 90-1111						
Clearview File No. 89-083	Safelite Glass Corp.	73/798,018	Not Issued	05/05/89	Abandoned 03/20/91	
Clearview and design File No. 89-083	Safelite Glass Corp.	73/798,019	Not Issued	05/05/89	Abandoned 03/20/91 Abandoned	
Safelite Skyline File No. 89-084	Safelite Industries, Inc.	77/11,037	1,107,910	01/10/77	12/05/78 Cancelled 06/14/83	Lear Siegler, Inc.
Safelite Design File No. 89-084	Royal Industries, Inc.	72/355,796	925,280	04/02/70	12/07/71 Expired 11/04/92*	Safelite Industries, Inc.

* If different from original applicant registrant

® = Registered, or registration applied for

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	Filed	Registered	Current Owner*
Design-Cartoon Character Basking in the Sun in the Front seat of the Car File No. 89-088	Safelite Glass Corp.	73/797,983	1,580,569	05/05/89	1/30/90 Cancelled 08/05/96	
Design-Cartoon Character Driving in the Sun File No. 89-087	Safelite Glass Corp.	73/797,982	1,581,910	05/05/89	02/06/90 Cancelled 08/12/96	
Design-Man Installing Windshield File No. 89-089	Safelite Glass Corp.	73/797,984	1,580,570	05/05/89	1/30/90 Cancelled 08/05/96	
(R) Design-Man Windshield, & Car File No. 90-0466	Royal Industries, Inc.	72/355,796	925,280	04/02/90	12/07/91	Safelite Glass Corp.
Safelite Auto Glass, GTS, Glass File No. 90-0466	Safelite Glass Corp.	73/798,020	Not Issued	05/05/89	Abandoned 05/06/91	
Safelite Glass Technology System File No. 89-091	Safelite Glass Corp.	73/797,988	Not Issued	05/05/89	Abandoned 05/06/91	
GTS File No. 90-0174	Safelite Glass Corp.	73/797,989	Not Issued	05/05/89	Abandoned 11/19/90	
Flexbill File No. 89-092	Safelite Glass Corp.	73/797,986	Not Issued	05/05/89	Abandoned 01/10/91	
Flexbill File No. 89-092	Safelite Glass Corp.	73/797,985	Not Issued	05/05/89	Abandoned 01/10/91	
Safesani File No. 89-090	Safelite Glass Corp.	73/797,981	1,573,856	05/05/89	12/26/89 Cancelled 07/01/96	
Design Only (R)	Safelite Glass Corp.	74/354,908	1,798,198	02/02/93	10/12/93	
Safeguard	Safelite Glass Corp.	74/078,953	Not issued	07/16/90	Abandoned 09/04/92	
Safelite (R)	Safelite Glass Corp.		Not issued	- Applied for		
Safelite Will Come To Your Home or Office File No. 89-087	Safelite Glass Corp.	73/822,711	1,595,708	08/31/89	05/08/90 Cancelled 11/11/96	

* if different from original applicant registrant

ADDED 12-19-96

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Norman's-Safelite Auto Glass (Trade Name) File No. 90-0312	Safelite Glass Corp.	NA	RN132159 (OH)	04/10/90	04/10/90 Expired 04/10/95	
WTS File No. 90-0411						
Safelite File No. 90-0411						
Glassmobile File No. 90-0466	Lear Siegler, Inc.	73/435,496	1,316,128	07/21/83	01/22/85 Cancelled 05/03/91	Safelite Glass Corp.
CAT Team and design File No. 92-0197	Safelite Glass Corp.	74/341,542	1,789,663	12/21/92	08/24/93	
Stop Sign Symbol	Safelite Glass Corp.	74/078,952	1,733,733	07/16/90	11/17/92	
Service Auto Glass File No. 90-0466	Safelite Industries, Inc.	72/393,498	948,370	05/21/71	12/05/72 Expired 09/13/93	Safelite Glass Corp.
Service is Our First Name	Royal Industries, Inc.	72/355,797	925,281	04/02/70	12/07/71 Expired 11/04/92	Safelite Glass Corp.
Your Glass Connection File No. 90-0466	Lear Siegler, Inc.	73/436,490	1,293,292	07/27/83	09/04/84 Cancelled 01/23/91	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Royal Industries, Inc.	72/432,865	968,546	08/16/72	09/11/73 Expired 06/27/94	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Royal Industries, Inc.	72/432,863	969,365	08/16/72	09/25/73 Expired 07/04/94	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Safelite Glass Corp.		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	Safelite Industries, Inc.	367,882		09/12/70		
Install Confidence File No. 90-0466	Lear Siegler, Inc.	73/539,945		04/17/86	Abandoned 12/10/87	Safelite Glass Corp.
SOC File No. 93-12-01-545	Safelite Glass Corp.	74/449,073	1,952,263	02/14/94	01/30/96	
Automobile Open Apparatus and Method Filed No. 90-0466			0449073		1986-1988	

* if different from original applicant registrant

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Safelite Auto Enhancement Services File No. 94-08-02-261						
Safelite Saves Cars File No. 90-0466						
Stop Car Decey 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.						
Safelite Vehicle Theft Deterrent System File No. 93-02-01-013						
5 Point Satisfaction Guarantee						

SCHEDULE B
to
ASSIGNMENT AGREEMENT

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
Stanley	5,385,755	01/31/95
Tapp	5,472,168	12/05/95

132938-2

132938-1

TRADEMARK
REEL: 1846 FRAME: 0067

**ASSIGNMENT OF SECURITY
INTEREST IN UNITED STATES COPYRIGHTS**

WHEREAS, [Name of Assignor], a _____ corporation (the "Assignor"), having its chief executive office at _____, _____, is the owner of all right, title and interest in and to the United States copyrights and associated United States copyright registrations and applications for registration set forth in Schedule A attached hereto;

WHEREAS, THE CHASE MANHATTAN BANK, as Collateral Agent, having its principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), desires to acquire a security interest in said copyrights and copyright registrations and applications therefor; and

WHEREAS, the Assignor is willing to assign to the Assignee, and to grant to the Assignee, a security interest in and lien upon the copyrights and copyright registrations and applications therefor described above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of December 20, 1996, made by the Assignor, the other assignors from time to time party thereto and the Assignee (as amended from time to time, the "Security Agreement"), the Assignor hereby assigns to the Assignee, and grants to the Assignee, a security interest in the copyrights and copyright registrations and applications therefor set forth in Schedule A attached hereto.

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.

Executed at New York, New York, as of the _____ day of _____,
_____.

[NAME OF ASSIGNOR], Assignor

By _____

Name:

Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent, Assignee

By _____

Name:

Title:

U.S. COPYRIGHTS

REGISTRATION
NUMBERS

PUBLICATION
DATE

COPYRIGHT TITLE

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