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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

OPR/FINANCE

1. Name of conveying party(ies): **Safelite Glass Corp.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment and Security Interest

Execution Date: February 17, 2000

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

Name: The Chase Manhattan Bank
Internal Address: _____
Street Address: 4 MetroTech Center, 5th Floor
City: Brooklyn State: NY ZIP: 11245

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

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

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s) **See Attached Schedule A**

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristopher E. Ahrend, 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: 9

7. Total fee (37 CFR 3.41): \$240.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Kristopher E. Ahrend, Esq.

Name of Person Signing

K Ahrend

Signature

2/18/00

Date

Total number of pages comprising cover sheet: 7

SCHEDULE A

U.S. Trademarks

<u><i>Name of Trademark Application</i></u>	<u><i>Serial No.</i></u>
GLASSMOBILE	75/792,556
PROCUT	75/724,545
REPAIR MEDICS	75/643,476
SAFELITE	75/792,555
SAFESEAL	75/792,554
SERVICE AUTO GLASS	75/643,936
SERVICE AUTO GLASS and Design	75/803,877
SMART PAY	75/643,568
WINDSHIELDS AMERICA	75/792,557

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

February 17.

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of ~~January~~ *February* __, 2000 is made by Safelite Glass Corp., a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Collateral Agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 20, 1996 as amended and restated through December 17, 1997 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Collateral Agent, Bankers Trust as syndication agent, Goldman Sachs Credit Partners L.P. as Documentation Agent and The Chase Manhattan Bank as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Borrower has executed and delivered a Security Agreement, dated as of December 20, 1996, in favor of Agent, which the parties subsequently amended and restated through December 17, 1997 (together with all further amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Section 1.1 of the Security Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Marks, including those "now existing or hereafter from time to time acquired"; and

WHEREAS, since executing the Security Agreement, Borrower has filed applications to register certain additional Marks, all of which are to be pledged and granted to the Collateral Agent pursuant to the requirements of the Security Agreement;

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon written notice pursuant to Section 4.7 of the Security Agreement, made upon the occurrence and during the continuance of an Event of Default, assigns, transfers and conveys, the Marks (including, without limitation, those items listed on Schedule A hereto) to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

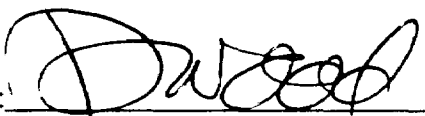
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SAFELITE GLASS CORP.


By: 

Name: David W. Wood

Title: Vice President and General Counsel

Safelite Glass Corp.

THE CHASE MANHATTAN BANK
as Collateral Agent for the Lenders

By: 

Name: William D. Crayton

Title: Managing Director

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

On the 11th day of February, ²⁰⁰⁰~~1999~~, before me personally came
David W. Ward, who is personally known to me to be the VP + General Counsel of
SAFELITE GLASS CORP., a Delaware corporation; who, being duly sworn, did depose and say
that she/he is the VP + General Counsel in such corporation, the corporation described in
and which executed the foregoing instrument; that she/he executed and delivered said instrument
pursuant to authority given by the Board of Directors of such corporation; and that she/he
acknowledged said instrument to be the free act and deed of said corporation.

Natalie E. Morbitzer
Notary Public



NATALIE MORBITZER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 19, 2003

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On the 17th day of February, 1999, before me personally came
William J. Casagrande, who is personally known to me to be the Managing Director of
THE CHASE MANHATTAN BANK, a New York banking corporation; who, being duly sworn,
did depose and say that she/he is the Managing Director in such corporation, the
corporation described in and which executed the foregoing instrument; that she/he executed and
delivered said instrument pursuant to authority given by the Board of Directors of such
corporation; and that she/he acknowledged said instrument to be the free act and deed of said
corporation.

Elsa V. Griffith

Notary Public

ELSA V. GRIFFITH

Notary Public, State of New York

No. 01094838119

Qualified in Kings County

Commission Expires March 30, 2001

(PLACE STAMP AND SEAL ABOVE)

ELSA V. GRIFFITH

Notary Public, State of New York

No. 01094838119

Qualified in Kings County

Commission Expires March 30,

SCHEDULE A

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