

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAFELITE GROUP, INC.		09/28/2006	CORPORATION: DELAWARE
SAFELITE FULFILLMENT, INC.		09/28/2006	CORPORATION: DELAWARE
SAFELITE GLASS CORP.		09/28/2006	CORPORATION: DELAWARE
SAFELITE BILLING SERVICES CORP.		09/28/2006	CORPORATION: DELAWARE
SAFELITE SOLUTIONS LLC		09/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 South LaSalle St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	Bank - National Association:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	73670379	1-800-USA-GLAS
Serial Number:	76338796	AUTOMARK
Serial Number:	73727749	CLEAR FIX
Serial Number:	74304806	GLASLINK
Serial Number:	76110537	PROCUT
Serial Number:	76214896	PROGRIP
Serial Number:	75643476	REPAIR MEDICS
Serial Number:	76193746	REPAIR MEDICS
Serial Number:	75212359	SAFELITE

CH \$640.00 73670379

Serial Number:	76193745	SAFELITE
Serial Number:	75792555	SAFELITE
Serial Number:	76179898	SAFELITE AUTO GLASS
Serial Number:	76146259	SAFELITE AUTOGLASS
Serial Number:	76297309	SAFELITE AUTOGLASS @ PEP BOYS
Serial Number:	75643936	SERVICE AUTO GLASS
Serial Number:	76193300	SERVICE AUTO GLASS
Serial Number:	75803877	SERVICE AUTOGLASS
Serial Number:	74489073	SGC
Serial Number:	76354450	SGCNETWORK.COM
Serial Number:	75643568	SMART PAY
Serial Number:	76303350	CAT
Serial Number:	74546181	U.S. AUTO GLASS
Serial Number:	73776117	USA-GLAS
Serial Number:	76086537	VISTAR
Serial Number:	75792557	WINDSHIELDS AMERICA

CORRESPONDENCE DATA

Fax Number: (704)373-8839
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-373-8065
 Email: rlucas@mcguirewoods.com
 Correspondent Name: Gina M. Lucas
 Address Line 1: 100 N. Tryon St., Suite 2900
 Address Line 2: McGuireWoods LLP
 Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	10/02/2006

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 28, 2006 (this "Agreement"), among SAFELITE GROUP, INC., a Delaware corporation (the "Borrower"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature pages hereof (the Borrower and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Pledge and Security Agreement dated as of September __, 2006 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, international, and foreign registered patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto opposite the name of such Grantor, as Schedule B may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(c) the United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto opposite the name of such Grantor, as Schedule C may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Copyrights");

(e) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks or Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all Proceeds of the foregoing.

2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

SAFELITE GROUP, INC.,
a Delaware corporation
(a "Borrower")

By: D. A. Heron
Name: DOUGLAS A. Heron
Title: CFO

SAFELITE FULFILLMENT, INC.,
a Delaware corporation
(a "Grantor")

By: D. A. Heron
Name: DOUGLAS A. Heron
Title: CFO

SAFELITE GLASS CORP.,
a Delaware corporation
(a "Grantor")

By: D. A. Heron
Name: DOUGLAS A. Heron
Title: CFO

SAFELITE BILLING SERVICES CORP.,
a Delaware corporation
(a "Grantor")

By: D. A. Heron
Name: DOUGLAS A. Heron
Title: CFO

SAFELITE SOLUTIONS LLC,
a Delaware limited liability company
(a "Grantor")

By: *D. A. Howard*
Name: *Douglas A. Howard*
Title: *CFO*

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: David A. Johanson
Name: David A. Johanson
Title: Vice President

Signature Page
Intellectual Property Security Agreement

TRADEMARK
REEL: 003400 FRAME: 0821

SCHEDULE A

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

See attached.

LEGAL_US_E # 71994246.1

TRADEMARK
REEL: 003400 FRAME: 0822

Safelite Group, Inc.

Patent Report by Invention
Status: ACTIVE

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COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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METHOD AND DEVICE FOR PROVIDING LOCATION BASED CONTENT DELIVERY

UNITED STATES	P01415US00	NEW	1/19/2006	807760,320			PENDING
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REUSABLE WINDSHIELD PALLET

UNITED STATES	P00699US01	FCA	1/16/2004	10759,944			PUBLISHED
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END OF REPORT

TOTAL ITEMS SELECTED = 2

SCHEDULE B

**TRADEMARK AND SERVICE MARK REGISTRATIONS, APPLICATIONS AND
LICENSES**

See attached.

Safelite Group, Inc.

Trademark Report by Mark
Status: REGISTERED

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
1-800-USA-GLAS							
UNITED STATES	T01650US0	7/6/1987	73/670,379	2/2/1988	1,476,328	REGISTERED	37
AUTOMARK							
UNITED STATES	T01836US0	11/16/2001	75/336,796	3/23/2004	2,624,366	REGISTERED	01
CLEAR FIX							
UNITED STATES	T01458US0	5/11/1988	73/727,749	12/13/1988	1,516,693	REGISTERED	37
GLASLINK							
UNITED STATES	T01647US0	8/14/1992	74/304,806	2/27/1996	1,969,142	REGISTERED	09
PROCUR							
UNITED STATES	T01440US1	8/16/2000	76/110,537	12/3/2002	2,657,012	REGISTERED	37
PROGRIP							
UNITED STATES	T02055US0	2/23/2001	76/214,896	2/17/2004	2,815,367	REGISTERED	01
REPAIR MEDICS							
UNITED STATES	T01153US0	2/18/1999	75/643,476	2/15/2000	2,319,257	REGISTERED	37
UNITED STATES	T01153US1	1/12/2001	76/193,746	4/22/2003	2,708,442	REGISTERED	01,08,09 12,03,11
SAFELITE							
UNITED STATES	T01162US0	12/12/1998	75/212,359	5/4/1999	2,242,375	REGISTERED	35
UNITED STATES	T01162US1	1/12/2001	76/193,745	2/25/2003	2,689,916	REGISTERED	01,06,09 12
UNITED STATES	T01162US3	9/3/1999	75/792,555	8/27/2000	2,362,327	REGISTERED	37
SAFELITE AUTO GLASS							
UNITED STATES	T01950US0	12/12/2000	76/179,898	11/27/2001	2,512,468	REGISTERED	37
SAFELITE AUTOGLASS (and Design)							
UNITED STATES	T01961US0	10/13/2000	76/146,259	4/1/2003	2,703,017	REGISTERED	35,37
SAFELITE AUTOGLASS @ PEP BOYS (and Design)							
UNITED STATES	T02136US0	8/9/2001	76/297,309	11/5/2002	2,646,541	REGISTERED	37
SERVICE AUTO GLASS							
UNITED STATES	T01224US0	2/19/1999	75/643,936	2/21/2006	3,059,756	REGISTERED	42
UNITED STATES	T01224US2	1/12/2001	76/193,300	9/28/2004	2,869,534	REGISTERED	01,12
SERVICE AUTO GLASS (and Design)							
UNITED STATES	T01224US1	9/3/1999	76/803,877	10/29/2002	2,641,519	REGISTERED	35,37
SGC							
UNITED STATES	T01154US0	2/14/1994	74/489,073	1/30/1996	1,952,263	REGISTERED	12
SGCNETWORK.COM (and design)							
UNITED STATES	T02180US0	1/2/2002	76/354,450	7/29/2003	2,741,146	REGISTERED	36

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
SMART PAY							
UNITED STATES	T01291US0	2/18/1999	76/843,568	6/15/2001	2,450,496	REGISTERED	36
STYLIZED "CAT"							
UNITED STATES	T02162US0	8/22/2001	76/303,350	2/24/2004	2,817,946	REGISTERED	37
U.S. AUTO GLASS							
UNITED STATES	T01929US0	7/6/1994	74/546,181	1/16/1998	1,948,197	REGISTERED	37
USA-GLAS							
UNITED STATES	T01649US0	1/23/1989	73/776,117	9/5/1989	1,555,112	REGISTERED	37
VISTAR							
UNITED STATES	T01643US0	7/11/2000	76/088,537	8/19/2001	2,461,845	REGISTERED	37
WINDSHIELDS AMERICA							
UNITED STATES	T01930US0	9/3/1999	75/792,557	3/6/2001	2,433,089	REGISTERED	37
END OF REPORT						TOTAL ITEMS SELECTED = 25	

SCHEDULE C

COPYRIGHT REGISTRATIONS, APPLICATIONS AND COPYRIGHT LICENSES

None.

LEGAL_US_E # 71994246.1

RECORDED: 10/02/2006

**TRADEMARK
REEL: 003400 FRAME: 0827**