

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET

TRADEMARKS ONLY 6737-35

(13)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Harmon Glass Company LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other MN Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance (Execution Date(s) :

Execution Date(s) November 29, 2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Madison Capital Funding LLC, as agent

Internal

Address: \_\_\_\_\_

Street Address: 30 S. WackerCity: ChicagoState: ILCountry: USA Zip: 60606

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: 312-558-6352Fax Number: 312-558-5700Email Address: L.konrath@winston.com

## 6. Total number of applications and registrations involved:

16

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ 415

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed

## 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number 232428Authorized User Name Laura Konrath

## 9. Signature:

Signature

Laura Konrath

Date

1/29/07Total number of pages including cover sheet, attachments, and document: ☐Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$415.00 232428 3003498

TRADEMARK

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Continuation Item 4

HARMON GLASS COMPANY LLC						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Delta Design	United States	35	76/610180	09/01/04	3003498	10/04/05
We Install Confidence	United States	37	76/419252	06/11/02	2795848	12/16/03
The Expander	United States	8	76/419227	06/11/02	2790454	12/09/03
Proclaim	United States	37	75/101426	05/09/96	2157407	05/12/98
Portland Glass	United States	37	76/419251	06/11/02	2702428	04/01/03
PG	United States	19	76/517598	05/27/03	2819502	03/02/04
Nor'Easter	United States	19	76/555478	10/30/03	2943419	04/26/05
It All Adds Up to Portland Glass	United States	37	76/518647	06/02/03	2942701	04/19/05
It All Adds up to Harmon	United States	37	76/517615	05/27/03	2938667	04/05/05
Harmon Autoglass	United States	37	75/105339	05/09/96	2139611	02/24/98
H Design	United States	37	75/661790	03/16/99	2326320	03/07/00
Cherrydale	United States	37	73/762701	11/09/88	1550517	08/01/89
Cherries Design	United States	37	73/762710	11/30/88	1551291	08/08/89
Autoset	United States	7	75/170871	09/24/96	2173691	07/14/98
SolutionSRX	United States	35	76/610186	09/01/04	3003499	10/04/05
Smartech	United States	37	76/626239	12/22/04	3061889	02/28/06
Glassmart	Wisconsin	103	Unavailable	Unavailable	WI 3000048842	07/15/98

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**TRADEMARK SECURITY AGREEMENT**  
**(TRADEMARKS, TRADEMARK APPLICATIONS**  
**AND TRADEMARK LICENSES)**

WHEREAS, Harmon Glass Company LLC, a Minnesota limited liability company (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, The Dwyer Group LLC, Dwyer Franchising LLC, Glass Operating LLC, Grantor, the other persons party thereto as loan parties, the financial institutions referred to therein (the "**Lenders**") and Madison Capital Funding LLC, as Agent (the "**Agent**"), are parties to an Amended and Restated Credit Agreement dated as of November 29, 2006 (as the same may be amended and in effect from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement dated as of November 29, 2006 (as said Agreement may be further amended and in effect from time to time, the "**Collateral Agreement**") among the Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third

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TRADEMARK

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parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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TRADEMARK

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

**HARMON GLASS COMPANY LLC**

By: 

Name: Loren J. Schlachet  
Title: Vice President and Treasurer

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Trademark Security Agreement

**TRADEMARK**

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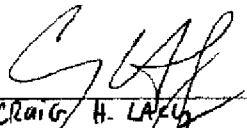
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

**HARMON GLASS COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By:  \_\_\_\_\_  
Name: Craig H. Lacey  
Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**

**Schedule 1 to  
Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS/APPLICATIONS**

See Attached.

**TRADEMARK LICENSES**

None.

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**TRADEMARK**

HARMON GLASS COMPANY LLC						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICA- TION NUMBER	DATE OF FILING	REGISTRA- TION NUMBER	REGISTRA- TION DATE
Delta Design	United States	35	76/610180	09/01/04	3003498	10/04/05
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Glassmart	Wisconsin	103	Unavailable	Unavailable	WI 3000048842	07/15/98

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