

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Diamond Glass, Inc.	FORMERLY Diamond Glass Companies, Inc.	06/26/2008	CORPORATION: DELAWARE
DT Subsidiary Corp.		06/26/2008	a Delaware corporation and wholly-owned subsidiary of Diamond Glass, Inc.:

RECEIVING PARTY DATA

Name:	Belron US Inc.
Street Address:	2400 Farmers Drive
Internal Address:	Corporate Office
City:	Columbus
State/Country:	OHIO
Postal Code:	43235
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1559728	DIAMOND AUTO GLASS
Registration Number:	2695666	DIAMOND AUTO GLASS
Registration Number:	2695577	DIAMOND AUTO GLASS TRIUMPH AUTO GLASS
Registration Number:	2695576	DIAMOND TRIUMPH AUTO GLASS
Registration Number:	1959623	TRIUMPH AUTO GLASS
Registration Number:	2238060	TRIUMPH AUTO GLASS
Registration Number:	2749892	DTAG EXPRESS

CORRESPONDENCE DATA

Fax Number: (212)969-2900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003807 FRAME: 0861

900110422

CH \$190.00 1559728

Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine, Esq.
Address Line 1: Proskauer Rose LLP
Address Line 2: 1585 Broadway, Room 18-106
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	13439/001
-------------------------	-----------

NAME OF SUBMITTER:	Jenifer deWolf Paine
--------------------	----------------------

Signature:	/Jenifer deWolf Paine/
------------	------------------------

Date:	07/02/2008
-------	------------

Total Attachments: 5
source=Belron Assignment of Copyright and Trademark Rights#page1.tif
source=Belron Assignment of Copyright and Trademark Rights#page2.tif
source=Belron Assignment of Copyright and Trademark Rights#page3.tif
source=Belron Assignment of Copyright and Trademark Rights#page4.tif
source=Belron Assignment of Copyright and Trademark Rights#page5.tif

ASSIGNMENT OF COPYRIGHT AND TRADEMARK RIGHTS

WHEREAS, BE LRON US INC., a corporation organized under the laws of Delaware ("Purchaser"), DIAMOND GLASS, INC. (f/k/a Diamond Glass Companies, Inc.), a Delaware corporation ("Diamond Glass"), and DT SUBSIDIARY CORP., a Delaware corporation and wholly-owned subsidiary of Diamond Glass ("DT Subsidiary" and together with Diamond Glass, each individually a "Seller" and collectively, the "Sellers") are party to that certain Asset Purchase Agreement dated as of June 20, 2008 (the "Purchase Agreement").

WHEREAS, the execution and delivery of this instrument is a condition to Purchaser's obligation to consummate the transactions contemplated by the Purchase Agreement.

WHEREAS, Sellers are the owners of all right, title and interest in and to (a) the trademark applications and registrations set forth on Schedule 1 attached hereto (the "Registered Trademarks") and (b) the work of authorship and corresponding copyright registration listed on Schedule 1 (the "Copyright"). The Registered Trademarks and the Copyright are referred to herein collectively as the "Intellectual Property." Sellers or their predecessors in interest have adopted, have used and are using the Registered Trademarks and Sellers are the owners of all goodwill of the business connected with and symbolized by the Registered Trademarks; and

WHEREAS, Purchaser has agreed to acquire (a) all of Sellers' right, title and interest in and to the Intellectual Property, (b) all of Sellers' common law trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered (the "Trade Rights," and collectively with the Registered Trademarks, the "Trademarks"), and (c) all goodwill associated therewith, and Sellers have agreed to transfer to Purchaser all of Sellers' rights to the Intellectual Property; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Sellers hereby sell, assign and transfer to Purchaser, its successors and assigns, Sellers' entire right, title and interest in and to, and the use of, the Trademarks (and all renewals and extensions thereof), together with the goodwill of the business symbolized by the Trademarks, and together with any and all claims and demands that Sellers (in each case either themselves or through their predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Purchaser, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Sellers if this assignment and sale had not been made.

2. Sellers authorize the Commissioner of Trademarks of the United States to record the transfer of the Registered Trademarks set forth on Schedule 1 to Purchaser as assignee of Sellers' entire right, title and interest therein. Sellers agree to further execute any documents reasonably necessary to effect this assignment or to confirm Purchaser's ownership of the Trademarks.

3. Sellers hereby sell, transfer, convey, and assign to Purchaser any and all present and future right, title and interest Sellers may have in and to the Copyright, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights thereto (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, which have accrued or will accrue, from the conception or creation of the Copyright. Without limiting the foregoing, Purchaser will have the sole and exclusive right to reproduce, publish, display, distribute, alter, revise, publicly perform, sell, and otherwise fully exploit the Copyright, or to refrain therefrom, and to grant such rights to others. This assignment includes all of Sellers' interest in and to the Copyright for the full term thereof, along with any and all of Sellers' other legal, beneficial or equitable rights in and to the Copyright of any nature, whether known or unknown.

4. Each Seller hereby irrevocably constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorney of such Seller, with full power of substitution, and gives and grants to Purchaser, its successors and assigns, full power and authority in the name of such Seller, at any time and from time to time, to demand and receive the Intellectual Property, or any item thereof, and generally from time to time to make, execute, do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as such Seller could do or might have done.

5. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the obligations or agreements of Sellers, Purchaser or any other party contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Sellers, and their successors and assigns, and shall inure to the benefit of Purchaser, and its successors and assigns.

6. This instrument may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN TESTIMONY WHEREOF, each of Sellers and Purchaser have caused their duly authorized officer to execute and deliver this instrument as of the date above first written.

DIAMOND GLASS, INC.

By: [Signature]
Name: William Cogswell
Title: President

BELRON US INC.

By: _____
Name: _____
Title: _____

DT SUBSIDIARY CORP.

By: [Signature]
Name: William Cogswell
Title: President

State of: Pennsylvania

County of: Luzerne

The preceding Assignment of Copyright and Trademark Rights by Diamond Glass, Inc. and DT Subsidiary Corp. was acknowledged before me this 26th day of June, 2008 by William Cogswell.

[Signature]
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sally A. Sldorek, Notary Public
Kingston Boro, Luzerne County
My Commission Expires Aug. 21, 2011
Member, Pennsylvania Association of Notaries

EXECUTION COPY

IN TESTIMONY WHEREOF, each of Sellers and Purchaser have caused their duly authorized officer to execute and deliver this instrument as of the date above first written.

DIAMOND GLASS, INC.

By: _____
Name: William Cogswell
Title: President

BELRON US INC.

By: DBH
Name: D B HUEB
Title: DIRECTOR

DT SUBSIDIARY CORP.

By: _____
Name: William Cogswell
Title: President

State of:

County of:

The preceding Assignment of Copyright and Trademark Rights by Diamond Glass, Inc. and DT Subsidiary Corp. was acknowledged before me this ____ day of _____, 2008 by _____.

Notary Public

My Commission Expires:

DETR_877959.2

Signature Page to Assignment of Copyright and Trademark Rights

TRADEMARK
REEL: 003807 FRAME: 0866

Schedule 1

	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
1.	Diamond Auto Glass	73757889	October 17, 1988	1559728	October 10, 1989	Registered	Diamond Auto Glass Corp.
2.	Diamond Auto Glass	76437000	August 1, 2002	2695666	March 11, 2003	Registered	Diamond Triumph Auto Glass, Inc.
3.	Diamond Auto Glass Triumph Auto Glass (logo)	76418998	June 7, 2002	2695577	March 11, 2003	Registered	Diamond Triumph Auto Glass, Inc.
4.	Diamond Triumph Auto Glass	76418997	June 7, 2002	2695576	March 11, 2003	Registered	Diamond Triumph Auto Glass, Inc.
5.	Triumph Auto Glass	74506254	March 25, 1994	1959623	March 5, 1996	Registered	Diamond Triumph Auto Glass, Inc.
6.	Triumph Auto Glass (logo)	75251849	March 4, 1997	2238060	April 13, 1999	Registered	Diamond Triumph Auto Glass, Inc.
7.	Diamond Triumph Auto Glass			Reg. No. TX-4-867-889	October 13, 1998		Diamond Triumph Auto Glass, Inc.
8.	DTAG Express	76437025	August 1, 2002	2749892	August 12, 2003	Registered	Diamond Triumph Auto Glass, Inc.