

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Auto Glass Center, Inc.		09/30/2009	CORPORATION: IOWA
Auto Glass Center of Kansas, Inc.		09/30/2009	CORPORATION: KANSAS
Glass Installations, LLC		09/30/2009	LIMITED LIABILITY COMPANY: IOWA
JC's Glass, LLC		09/30/2009	LIMITED LIABILITY COMPANY: IOWA
Globe of Iowa, LLC		09/30/2009	LIMITED LIABILITY COMPANY: IOWA
Alliance Claims Solutions, Inc.		09/30/2009	CORPORATION: IOWA

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2808549	ALLIANCE CLAIMS SOLUTIONS
Registration Number:	2747354	GCS GLASS CLAIMS SERVICES
Registration Number:	1708581	ALLIANCE GLASS NETWORK
Registration Number:	2390067	AUTO GLASS CENTER - WE DO IT ALL . . . WITH JUST ONE CALL!
Registration Number:	2382919	WE DO IT ALL WITH JUST ONE CALL
Registration Number:	1733534	GLASSFAX

**900144700**

**TRADEMARK  
 REEL: 004074 FRAME: 0239**

**CH \$190.00 2808549**

Registration Number:

2732266

N NATIONWIDE AUTO GLASS

CORRESPONDENCE DATA

Fax Number: (212)969-2900

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

Phone: 2129693000

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:

10/06/2009

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of September 30, 2009, is made by and among Belron US Inc., a Delaware corporation ("Assignee"), Auto Glass Center, Inc., an Iowa corporation ("AGC"), Auto Glass Center of Kansas, Inc., a Kansas corporation ("AGCK"), Glass Installations, LLC, an Iowa limited liability company ("Glass LLC"), JC's Glass, LLC, an Iowa limited liability company ("JCG LLC"), Globe of Iowa, LLC, an Iowa limited liability company ("Globe LLC"), and Alliance Claims Solutions, Inc., an Iowa corporation ("ACS" and, collectively with AGC, AGCK, Glass LLC, JCG LLC and Globe LLC, each an "Assignor" and, collectively, the "Assignors"). All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated as of September 19, 2009 (the "Purchase Agreement"), by and among Assignee, the Assignors, the Indemnitors listed on the signature pages thereto and the Individuals listed on the signature pages thereto.

WHEREAS, pursuant to the Purchase Agreement, each of the Assignors has sold, conveyed, assigned, transferred and delivered to Assignee, and Assignee has acquired from the Assignors, simultaneously herewith, all of the Purchased Assets;

WHEREAS, each of the Assignors owns the trademarks and corresponding registrations and applications therefor listed next to such Assignor's name on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, the Trademarks constitute part of the Purchased Assets; and

WHEREAS, Assignee is purchasing the Trademarks from the Assignors.

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

1. Each of the Assignors hereby sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademarks listed next to such Assignor's name on Schedule A attached hereto, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. From time to time, each of the Assignors, their successors and assigns, shall execute and deliver all such further assignments or other instruments of conveyance and transfer and assist in all proceedings as Assignee, its successors and assigns, may reasonably request to perfect, register or record the rights of Assignee to the Trademarks as Assignee may reasonably deem appropriate.

3. Each of the Assignors hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of such Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of such Assignor, at any time and from time to time, to execute all documents, complete all

transactions and assist in all proceedings to effectuate the transfer of the Trademarks to Assignee and to perfect, register or record the rights of Assignee to the Trademarks as Assignee may deem reasonably appropriate, and generally from time to time to do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as such Assignor could do or might have done. This limited power of attorney is coupled with an interest and is irrevocable.

4. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Illinois without giving effect to principles of conflicts of laws.


6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by portable data format (PDF) which shall be deemed originals.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first set forth above.

**ASSIGNEE:**

**BELRON US INC.**

By:   
Name: D.S. MOLLER  
Title: DIRECTOR

**ASSIGNORS:**

**AUTO GLASS CENTER, INC.**

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

**AUTO GLASS CENTER OF KANSAS, INC.**

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

**GLASS INSTALLATIONS, LLC**

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

**JC'S GLASS, LLC**

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

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this Agreement as of the date first set forth above.

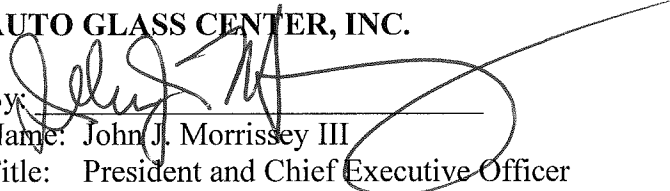
**ASSIGNEE:**

**BELRON US INC.**

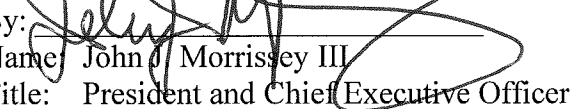
By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNORS:**

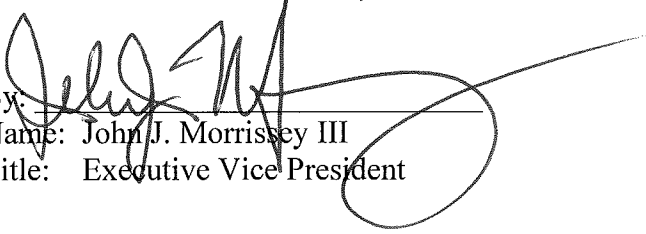
**AUTO GLASS CENTER, INC.**

By:   
Name: John J. Morrissey III  
Title: President and Chief Executive Officer

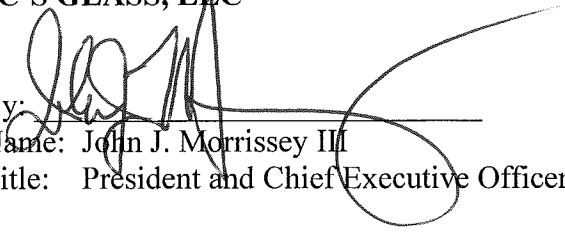
**AUTO GLASS CENTER OF KANSAS, INC.**

By:   
Name: John J. Morrissey III  
Title: President and Chief Executive Officer

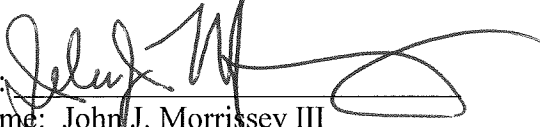
**GLASS INSTALLATIONS, LLC**

By:   
Name: John J. Morrissey III  
Title: Executive Vice President

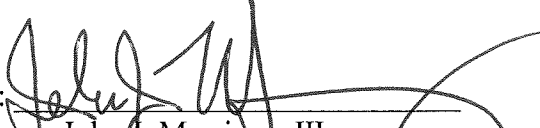
**JC'S GLASS, LLC**

By:   
Name: John J. Morrissey III  
Title: President and Chief Executive Officer

**GLOBE OF IOWA, LLC**

By:   
Name: John J. Morrissey III  
Title: President and Chief Executive Officer

**ALLIANCE CLAIMS SOLUTIONS, INC.**

By:   
Name: John J. Morrissey III  
Title: President and Chief Executive Officer

**Schedule A**  
**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>U.S. Registration No. (Application No.)</b>
Iowa Glass Depot	Alliance Claims Solutions- Design + Words	Registration #2808549
Iowa Glass Depot	Glass Claims Services- Design + Words	Registration #2747354
Iowa Glass Depot	Alliance Glass Network- Design + Words	Registration #1708581
Iowa Glass Depot	Auto Glass Center- Design + Words	Registration #2390067
Iowa Glass Depot	WE DO IT ALL WITH JUST ONE CALL- Typed Drawing	Registration #2382919
Iowa Glass Depot	GLASSFAX	Registration #1733534
Iowa Glass Depot	Nationwide Auto Glass- Design & Logo	Registration #2732266
Globe LLC	Glass Act Auto Glass Repair & Replacement	State Registration #2519340-0190 (UT)
AGC	Central Glass Company	State Filing No. 33030 (MN)