

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
Harmon AutoGlass Intellectual Property LLC		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2326320	
Registration Number:	3003498	
Registration Number:	2139611	HARMON AUTOGLASS
Registration Number:	2938667	IT ALL ADDS UP TO HARMON
Registration Number:	3061889	SMARTECH

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 West Wacker Drive
 Address Line 2: Winston & Strawn LLP
 Address Line 4: Chicago, ILLINOIS 60601

CH \$140.00 2326320

ATTORNEY DOCKET NUMBER:	6737-133
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/28/2010
Total Attachments: 5 source=harmonauto6again#page1.tif source=harmonauto6again#page2.tif source=harmonauto6again#page3.tif source=harmonauto6again#page4.tif source=harmonauto6again#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the date set forth in the signature page below, is made by Harmon AutoGlass Intellectual Property LLC, a Delaware limited liability company (herein referred to as "Grantor") in favor of Madison Capital Funding LLC, as agent for the Lenders (as defined below) (the "Agent") for the Lenders party to the Credit Agreement (as defined below).

WHEREAS, the Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses (as defined in the Guarantee and Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Borrowers (as defined in the Credit Agreement), Holdings (as defined in the Credit Agreement), the other persons party thereto as Loan Parties (as defined in the Credit Agreement), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, 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, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Credit Agreement), including the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the 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 the Secured Obligations, a Lien 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, subject to the rights of the licensors therein, 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 parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in 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 Agreement and to accomplish the purposes hereof, all subject to and in accordance with, the Credit Agreement and the Collateral Agreement.

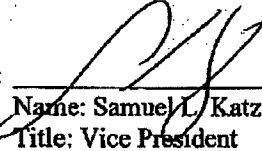
The foregoing Lien is granted in conjunction with the Lien granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

**HARMON AUTOGLASS INTELLECTUAL
PROPERTY LLC**

By: _____


Name: Samuel L. Katz
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

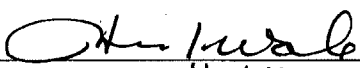
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

**HARMON AUTOGLASS INTELLECTUAL
PROPERTY LLC**

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**



By: 
Name: Hugh Wade
Title: Chief Administrative Officer
Senior Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004441 FRAME: 0981**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
DESIGN ONLY 	U.S. Federal	75661790 3/16/1999	2326320 3/7/2000	Harmon Autoglass Intellectual Property, LLC
DESIGN ONLY 	U.S. Federal	76610180 9/1/2004	3003498 10/4/2005	Harmon Autoglass Intellectual Property, LLC
HARMON AUTOGLASS	U.S. Federal	75105339 5/9/1996	2139611 2/24/1998	Harmon Autoglass Intellectual Property, LLC
IT ALL ADDS UP TO HARMON	U.S. Federal	76517615 5/27/2003	2938667 4/5/2005	Harmon Autoglass Intellectual Property, LLC
SMARTECH	U.S. Federal	76626239 12/22/2004	3061889 2/28/2006	Harmon Autoglass Intellectual Property, LLC