## 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 Solutions Group, LLC	12/19/2012 LIMITED LIABILITY COMPANY: DELAWA		LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Bank of Montreal
Street Address:	111 West Monroe Street
Internal Address:	17th Floor West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2795848	WE INSTALL CONFIDENCE
Registration Number:	3003498	
Registration Number:	3003499	SOLUTIONSRX

## **CORRESPONDENCE DATA**

900243042

4149788675 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 414 277 5675

marta.levine@quarles.com Email:

Correspondent Name: Marta S. Levine Address Line 1: Quarles & Brady LLP Address Line 2: 411 East Wisconsin Avenue Milwaukee, WISCONSIN 53202 Address Line 4:

ATTORNEY DOCKET NUMBER: 630027.00367

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REEL: 004934 FRAME: 0785

NAME OF SUBMITTER:	Marta S. Levine			
Signature: /MartaLevine/				
Date:	01/03/2013			
Total Attachments: 4 source=IP Security Agreement Bank of Montreal Harmon Solutions Group LLC#page1.tif source=IP Security Agreement Bank of Montreal Harmon Solutions Group LLC#page2.tif source=IP Security Agreement Bank of Montreal Harmon Solutions Group LLC#page3.tif source=IP Security Agreement Bank of Montreal Harmon Solutions Group LLC#page4.tif				

TRADEMARK REEL: 004934 FRAME: 0786

# CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of December 19, 2012, by and from HARMON SOLUTIONS GROUP, LLC (the "Assignor"), a Delaware limited liability company, whose principal address is 404 South Barstow Street, Eau Claire, Wisconsin 54701, to and in favor of BANK OF MONTREAL, whose principal address is 111 West Monroe Street, 17th Floor West, Chicago, Illinois 60603, as administrative agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among the Assignor, Code Blue LLC, and Pro Glass Alliance, LLC (each a "Borrower" and, collectively, the "Borrowers"), Insurance Claims Management Inc. ("Holdings"), Assignee, as administrative agent, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including Assignor) and Holdings, as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

## 2) The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the payment in full of all Obligations (other than contingent indemnity obligations), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

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- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

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IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

# HARMON SOLUTIONS GROUP, LLC

By:	Train S. Vernes	
	Travis Weimer	
	Chief Financial Officer	

Signature Page to Confirmatory Assignment of Security Interest in United States Patents, Trademarks and Copyrights

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## CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

## Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

# Trademarks and Trademark Registrations of Harmon Solutions Group, LLC

Country	Trademark	Reg. (App.) No.	Issue (Filing) Date	Goods/Services Int. Class	Owner
US	Design (Three Diamond)	3003498	Oct. 4, 2005 Renewal Oct. 4, 2015	Management, processing and informational services to facilitate claim processing and loss fulfillment provided to insurance and management companies; namely, arranging for auto glass repair and replacement (Cl 35)	Harmon Solutions Group, LLC
US	SOLUTIONSRX	3003499	Oct. 4, 2005 Renewal Oct. 4, 2015	Management, processing and informational services to facilitate claim processing and loss fulfillment provided to insurance and management companies; namely, arranging for auto glass repair and replacement (Cl 35)	Harmon Solutions Group, LLC
US	WE INSTALL CONFIDENCE	2795848	Dec. 16, 2003 Renewal Dec. 16, 2013	Vehicle glass installation and repair services (Cl 37)	Harmon Solutions Group, LLC

Patents of Harmon Solutions Group, LLC [none]

Copyright Registrations of Harmon Solutions Group, LLC [none]

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**RECORDED: 01/03/2013**