

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Klein-Dickert Co., Inc. | | 10/31/2012 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Safelite Fulfillment, Inc. | | |
| Street Address: | 2400 Farmers Drive | | |
| Internal Address: | 3rd Floor | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43235 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4111641 | KD AUTO GLASS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3172365453 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3172362100 | | |
| Email: | ipdocket@icemiller.com | | |
| Correspondent Name: | Thomas A. Walsh | | |
| Address Line 1: | One American Square, Suite 2900 | | |
| Address Line 4: | Indianapolis, INDIANA 46282-0200 | | |
| ATTORNEY DOCKET NUMBER: | T05772-US-00 (16169.0115) | | |
| NAME OF SUBMITTER: | Maurine L. Knutsson | | |
| Signature: | /Maurine Knutsson/ | | |

OP \$40.00 4111641

Date:

04/03/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on this 31st day of October, 2012, by and between Klein-Dickert Co., Inc., a Wisconsin corporation ("Assignor"), and Safelite Fulfillment, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor owns the trademark registrations described in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of October 31, 2012 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling, assigning, transferring and delivering to Assignee the Assets (as defined in the Asset Purchase Agreement), including the Trademarks; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, without limitation: (i) Assignor's right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing covenants and agreements shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

[Remainder of page intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

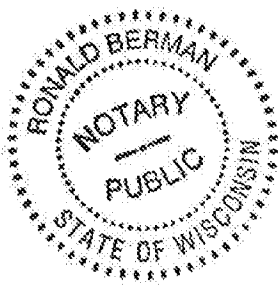
ASSIGNOR:

Klein-Dickert Co., Inc.

By: [Signature]
Name: M. Susan Dickert
Title: President

STATE OF Wisconsin)
) SS:
COUNTY OF DANE)

On this 31st day of October 2012 before me personally appeared M. Susan Dickert, an officer of Klein-Dickert Co., Inc., the Assignor above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.



[Signature]
Notary Public

ASSIGNEE:

Safelite Fulfillment, Inc.

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of October 2012 before me personally appeared _____, a(n) _____ of Safelite Fulfillment, Inc., the Assignee above named, who acknowledged that he executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Notary Public

Signature Page to Trademark Assignment

Exhibit A

Trademarks

Registered Trademarks

| Reg. No. (Ser. No.) | Reg. Date (App. Date) | Mark |
|---------------------|-----------------------|---------------|
| 4111641 | July 25, 2011 | KD AUTO GLASS |

Unregistered Trademarks

KD AUTOGLASS

K-D AUTO GLASS

K-D AUTOGLASS

KLEIN-DICKERT AUTOGLASS

KLEIN-DICKERT AUTO GLASS

1800FIXGLASS

800FIXGLASS