900251359 04/03/2013

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
Giant Glass, Inc.		12/31/2012	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Safelite Fulfillment, Inc.
Street Address:	2400 Farmers Drive
Internal Address:	3rd Floor
City:	Columbus
State/Country:	ОНЮ
Postal Code:	43235
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2238441	CREATE THE DAY GIANT GLASS
Registration Number:	2100959	GIANT GLASS GIANT
Registration Number:	2073557	SERVICE AS BIG AS OUR NAME GIANT
Registration Number:	2088897	NEW ENGLAND IS GIANT COUNTRY

CORRESPONDENCE DATA

Fax Number: 3172365453

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

via US Mail.

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: T05773-US-00 (16169.0116)

TRADEMARK
REEL: 004997 FRAME: 0989

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NAME OF SUBMITTER:	Maurine L. Knutsson
Signature:	/Maurine Knutsson/
Date:	04/03/2013
Total Attachments: 5 source=Giant_Glass_assingment#page1.tif source=Giant_Glass_assingment#page2.tif source=Giant_Glass_assingment#page3.tif source=Giant_Glass_assingment#page4.tif source=Giant_Glass_assingment#page5.tif	

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on this 31st day of December, 2012, by and between Giant Glass Company Inc., a Massachusetts corporation ("Assignor"), and Safelite Fulfillment, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor owns the trademarks described in <u>Exhibit A</u>, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignor, Assignee, Dennis V. Drinkwater and Lance Cramer entered into that certain Asset Purchase Agreement, dated as of December 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, and without representation or warranty of any kind except as provided therein, 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

TRADEMARK REEL: 004997 FRAME: 0991 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.

COMMONWEALTH OF)

ASSIGNOR:

Title: President

Giant Glass Company Inc.

Name: Dennis V. Drinkwater

MASSACHUSETTS) SS: COUNTY OF SUFFOLK)	
Drinkwater, an officer of Giant Glass Comp	pefore me personally appeared Dennis V. bany Inc., the Assignor above named, who ag Trademark Assignment on behalf of Assignor
ROBERT M. TAMMERO, JR. Notzery Public Commonwealth of Massachusetts My Commission Expires December 7, 2018	Notary Public ASSIGNEE:
	Safelite Fulfillment, Inc.
	By: Name: Title:
STATE OF) SS: COUNTY OF)	
On this day of December 2012, a(n) named, who acknowledged that he executed Assignee pursuant to authority duly received	of Safelite Fulfillment, Inc., the Assignee above the foregoing Trademark Assignment on behalf of
	Notary Public
Signature Page t	o Trademark Assignment

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

	ASSIGNOR:
	Giant Glass Company Inc.
	By: Name: Title:
STATE OF) SS:	
COUNTY OF)	
an officer of Gian	112 before me personally appeared nt Glass Company Inc., the Assignor above named, foregoing Trademark Assignment on behalf of ved.
	·
	Notary Public
	ASSIGNEE:
	Safelite Fulfillment, Inc.
	By: A- / Leven Name: Doughas A. / Honce Title: CFO
	Title: CFo
STATE OF Dio) SS: COUNTY OF Praklin)	
On this $\frac{3}{4}$ day of December 20	of Safelite Fulfillment, Inc., the Assignee above
named, who acknowledged that he execu	ited the foregoing Trademark Assignment on behalf of
Assignee pursuant to authority duly rece	ived.
	Cynthrofelledt
	Notary Public

Signature Page to Trademark Assignment



Exhibit A

Trademarks

Registered Trademarks

- Create the Day Giant Glass, USPTO registration number 2238441
- Giant Glass Giant, USPTO registration number 2100959
- New England Is Giant Country, USPTO registration number 2088897
- Service As Big As Our name . . . Giant, USPTO registration number 2073557

Unregistered Trademarks

- Giant Glass Company, Inc.
- 1-800-54-GIANT
- 180054GIANT
- Giant Glass Express