

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
Glass America Midwest Inc.		05/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Glass America LLC		
Street Address:	977 N. Oaklawn Ave.		
City:	Elmhurst		
State/Country:	ILLINOIS		
Postal Code:	60126		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3546322	QUALITY MEANS SAFETY. AND SAFETY MEANS E	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-766-7901		
Email:	tmmpis@FaegreBD.com		
Correspondent Name:	Faegre Baker Daniels LLP		
Address Line 1:	2200 Wells Fargo Center		
Address Line 2:	90 South Seventh Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	452147.000005		
NAME OF SUBMITTER:	Lisa A. Dahline, paralegal		
Signature:	/lad/		

OP \$40.00 3546322

Date:

10/23/2013

Total Attachments: 4

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SERVICE MARK ASSIGNMENT

This Service Mark Assignment ("Assignment") is made and entered as of the 31st day of May, 2013, by and between Glass America Midwest Inc., a Delaware corporation ("Assignor"), with its principal place of business at 150 North Michigan Avenue, Suite 1580, Chicago, IL 60601, and Glass America LLC, a Delaware limited liability company, with its principal place of business at 977 N. Oaklawn Ave., Elmhurst, Illinois 60126 ("Assignee" and, together with Assignor, the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to the service mark "QUALITY MEANS SAFETY. AND SAFETY MEANS EVERYTHING", U.S. Trademark Registration No. 3,546,322 (the "Service Mark");

WHEREAS, Assignor, pursuant to that certain Contribution Agreement, of even date herewith (the "Contribution Agreement"), by and among the Parties, among others, contributed and assigned to Assignee, among other things, all of Assignor's right, title and interest in and to the Service Mark, together with the related goodwill; and

WHEREAS, the Parties now seek to further evidence such assignment, including for purposes of reflecting such assignment with the United States Patent and Trademark Office by executing this Assignment.

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

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts such transfer and assignment of, all of Assignor's worldwide right, title and interest in and to and under (a) the Service Mark, together with the goodwill of the business associated with said Service Mark and symbolized thereby, (b) all rights to bring an action at law or in equity for any infringement, dilution or violation of the Service Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws nor or hereafter in effect in the United State, Canada and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date of this Assignment, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made, and (c) to collect all damages, settlements and proceeds relating to the Service Mark.

2. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof. This Assignment incorporates the Contribution Agreement by reference, and in the event there is any conflict between this Assignment

and the Contribution Agreement, the language of the Contribution Agreement shall be controlling.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Service Mark Assignment to be duly executed and delivered as of the date first written above.

GLASS AMERICA MIDWEST INC.

By: _____

Name:

Title:

GLASS AMERICA LLC

By: JMB _____

Name: Jeff Murray

Title: Vice-President, Finance

IN WITNESS WHEREOF, the undersigned has caused this Service Mark Assignment to be duly executed and delivered as of the date first written above.

GLASS AMERICA MIDWEST INC.

By: Michael G. Barry
Name: Michael G. Barry
Title: CEO & President

GLASS AMERICA LLC

By: _____
Name:
Title: