

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as agent		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harmon AutoGlass Intellectual Property LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
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:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	6737-133		
NAME OF SUBMITTER:	Laura Konrath		
SIGNATURE:	/Laura Konrath/		
DATE SIGNED:	08/18/2014		

CH \$140.00 2326320

Total Attachments: 4

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RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC, with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule A attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of December 23, 2010 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on Schedule A hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC
as Grantor

By: 
Name: **DEBBIE WRIGHT-HOOD, SECRETARY**
Title:

MADISON CAPITAL FUNDING LLC
as Administrative Agent

By: _____
Name: Christopher W. Taylor
Title: Director

**RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC, with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule A attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of December 23, 2010 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached Schedule A hereto.

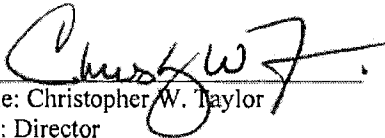
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on Schedule A hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC
as Grantor

By: _____
Name: Meranee Phing
Title: Vice President and Secretary

MADISON CAPITAL FUNDING LLC
as Administrative Agent

By: 
Name: Christopher W. Taylor
Title: Director



SCHEDULE 1
(See Attached)

CHI:2857931.2

TRADEMARK
REEL: 005347 FRAME: 0156

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
SMARTTECH	U.S. Federal	76626239 12/22/2004	3061889 2/28/2006	Harmon Autoglass Intellectual Property, LLC