

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM370255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pittsburgh Glass Works, LLC		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newstar Financial, Inc.		
<b>Street Address:</b>	3455 Peachtree Road NE		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85281992	LIGHTMASTER	
<b>Serial Number:</b>	85928927	SOUNDMASTER	
<b>Serial Number:</b>	77499426	AQUAPEL	
<b>Serial Number:</b>	77491679	PGW	
<b>Serial Number:</b>	77484858	PGW	
<b>Serial Number:</b>	78446767	MORE THAN GLASS	
<b>Serial Number:</b>	75559875	PROSTARS	
<b>Serial Number:</b>	75445555		
<b>Serial Number:</b>	75428946	SAFE AND SOUND	
<b>Serial Number:</b>	75132918		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091845		
<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>			
<b>Phone:</b>	4122974900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	COHEN & GRIGSBY, P.C.		
<b>Address Line 1:</b>	625 Liberty Avenue		

CH \$265.00 85281992

**Address Line 4:** Pittsburgh, PENNSYLVANIA 15222-3152

<b>ATTORNEY DOCKET NUMBER:</b>	17229.5 ASSGN
<b>NAME OF SUBMITTER:</b>	Frederick L. Tolhurst
<b>SIGNATURE:</b>	/Frederick L. Tolhurst/
<b>DATE SIGNED:</b>	01/25/2016

**Total Attachments: 88**

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GUARANTY AND SECURITY AGREEMENT

Dated as of November 25, 2015

among

PITTSBURGH GLASS WORKS, LLC,

EACH OTHER GRANTOR  
from time to time party hereto

and

NEWSTAR FINANCIAL, INC.,  
as Agent

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This GUARANTY AND SECURITY AGREEMENT, dated as of November 25, 2015, is made by PITTSBURGH GLASS WORKS, LLC, a Delaware limited liability company (the "Borrower"), and each of the other entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 8.6 (together with the Borrower, the "Grantors" and each, a "Grantor") in favor of NEWSTAR FINANCIAL, INC. ("NewStar"), as Agent under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and NewStar, as Agent thereunder, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed to guaranty the Obligations (as defined in the Credit Agreement);

WHEREAS, each Grantor will derive substantial direct and indirect benefits from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Agent.

NOW, THEREFORE, in consideration of these premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

#### ARTICLE I

##### DEFINED TERMS

Section 1.1 Definitions. (a) Capitalized terms used herein without definition are used as defined in the Credit Agreement.

(b) The following terms have the meanings given to them in the UCC and terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined): "account", "account debtor", "as-extracted collateral", "certificated security", "chattel paper", "commercial tort claim", "commodity contract", "deposit account", "electronic chattel paper", "equipment", "farm products", "fixture", "general intangible", "goods", "health-care-insurance receivable", "instruments", "inventory", "investment property", "letter-of-credit right", "proceeds", "record", "securities account", "security", "supporting obligation" and "tangible chattel paper".



(c) Where the context so requires, (i) any term defined herein (c) by reference to the “UCC” or the “Uniform Commercial Code” shall also have any extended, alternative or analogous meaning given to such term in applicable Canadian personal property security, securities transfer and other laws (including, without limitation, the Personal Property Security Act (Ontario), Securities Transfer Act, 2006 (Ontario), the Bills of Exchange Act (Canada) and the Depository Bills and Notes Act (Canada)), in all cases for the extension, preservation or betterment of the security and rights of the Agent or any Secured Party, (ii) all references herein to “Article 8” or “Article 8 of the UCC” shall be deemed to refer also to applicable Canadian securities transfer laws (including, without limitation, the Securities Transfer Act, 2006 (Ontario)), (iii) all references herein to “Article 9” or “Article 9 of the UCC” shall be deemed to refer also to applicable Canadian personal property security laws (including, without limitation, the Personal Property Security Act (Ontario)), (iv) all references herein to the “United State Patent and Trademark Office” or the “United State Copyright Office” shall be deemed to refer also to the Canadian Intellectual Property Office, (v) all references herein to a financing statement, continuation statement, amendment or termination statement shall be deemed to refer also to the analogous forms mandated by applicable Canadian personal property security laws, (vi) all references herein to a “Commodity Contract” shall include a “Futures Contract”, as such term is defined in applicable Canadian personal property security laws, (vii) all references to the United States of America, or to any subdivision, department, agency or instrumentality thereof shall be deemed to refer also to Canada, or to any subdivision, department, agency or instrumentality thereof, and (viii) all references to federal or state securities regulatory laws of the United States of America or a state thereof shall be deemed to refer also to analogous federal and provincial securities regulatory laws of Canada.

(d) The following terms shall have the following meanings:

“Agreement” means this Guaranty and Security Agreement.

“Applicable IP Office” means the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States (including the Canadian Intellectual Property Office).

“Cash Collateral Account” means a deposit account or securities account subject, in each instance, to a Control Agreement.

“Collateral” has the meaning specified in Section 3.1.

“Controlled Securities Account” means each securities account (including all financial assets held therein and all certificates and instruments, if any, representing or evidencing such financial assets) that is the subject of an effective Control Agreement.

“Discharge of Revolving Loan Debt” shall have the meaning specified in the Intercreditor Agreement.

“Excluded Equity” means (a) any Stock or Stock Equivalents of any Foreign Subsidiary that is a CFC, other than 66% of the Voting Stock and 100% of the non-Voting Stock of any such Subsidiary, which, pursuant to the terms of the Credit Agreement, is not required to guaranty the Obligations, (b) any Stock of any Domestic Subsidiary that is treated as a

disregarded entity for federal income tax purposes and substantially all of whose assets consists of Stock of one or more Foreign Subsidiaries that is a CFC, other than 66% of the Voting Stock and 66% of the non-Voting Stock of such Domestic Subsidiary, (c) Stock of any Person (other than a Wholly Owned Subsidiary) the pledge of which would violate a contractual obligation of the Borrower or any Grantor to the owners (other than the Borrower and its Subsidiaries) of the other Stock of such Person that is binding on or relating to such Stock, (d) Margin Stock, (e) Stock or Stock Equivalents of any Non-Material Subsidiaries and (f) any equity interests in any Permitted Joint Venture. For the purposes of this definition, “Voting Stock” means, with respect to any issuer, the issued and outstanding shares of each class of Stock of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)).

“Excluded Property” means, collectively, (i) all leasehold interests of any Grantor in real property as a lessee and any fee interest in any owned real property that, together with any improvements thereon, individually has a fair market value of less than \$1,000,000, (ii) Excluded Equity; (iii) any permit or license or any Contractual Obligation entered into by any Grantor (A) that prohibits or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law; (iv) Property owned by any Grantor that is subject to a purchase money Lien or a Capital Lease permitted under the Credit Agreement if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such Capital Lease) prohibits or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation of any other Lien on such equipment; (v) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed); (vi) Vehicles and other assets, in each instance, in which perfection of a security requires notation on certificates of title (except, in each case, to the extent that a security interest therein may be perfected by the filing of a UCC financing statement); (vii) prior to the Discharge of Revolving Loan Debt, any assets that would otherwise fall under the definition of “Revolving Loan Collateral” but as to which the Revolving Loan Agent shall have elected not to obtain a lien or security interest to secure the Revolving Loan Debt, as certified by an officer of the Borrower to the Agent; provided that any such assets shall cease to constitute “Excluded Property” (x) if at any time thereafter the Revolving Loan Agent elects to obtain a lien or security interest therein to secure the Revolving Loan Debt or (y) following the Discharge of Revolving Loan Debt, (viii) commercial tort claims with an estimated value of \$750,000 or less and (ix) any other asset if, in the reasonable judgment of the Agent (at the direction of the Required Lenders) evidenced in writing, determined in consultation with the Credit Parties, the burden, cost or consequences (including any material tax consequences) of creating or perfecting a Lien thereon is excessive in relation to the benefits to be obtained by the Secured Parties therefrom; provided, however, “Excluded Property” shall not include (a) any proceeds, accessions, products, substitutions or replacements of Excluded Property (unless such proceeds, accessions, products, substitutions or replacements would otherwise constitute Excluded Property) and (b) any asset which secures the Revolving Loan Debt.

“Fraudulent Transfer Laws” has the meaning set forth in Section 2.2.

“Guaranteed Obligations” has the meaning set forth in Section 2.1.

“Guarantor” means each Grantor other than the Borrower.

“Guaranty” means the guaranty of the Guaranteed Obligations made by the Guarantors as set forth in this Agreement.

“Internet Domain Name” means all right, title and interest (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to Internet domain names.

“Material Intellectual Property” means Intellectual Property that is owned by or licensed to a Grantor and material to the conduct of any Grantor’s business.

“Pledged Certificated Stock” means all certificated securities and any other Stock or Stock Equivalent of any Person evidenced by a certificate, instrument or other similar document (as defined in the UCC), in each case owned by any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including all Stock and Stock Equivalents listed on Schedule 5. Pledged Certificated Stock excludes any Excluded Property and any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by Section 5.10 hereof.

“Pledged Collateral” means, collectively, the Pledged Stock and the Pledged Debt Instruments.

“Pledged Debt Instruments” means all right, title and interest of any Grantor in instruments evidencing any Indebtedness owed to such Grantor or other obligations, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including all Indebtedness described on Schedule 5, issued by the obligors named therein. Pledged Debt Instruments excludes any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by Section 5.10 hereof.

“Pledged Investment Property” means any investment property (other than Excluded Equity) of any Grantor, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, other than any Pledged Stock or Pledged Debt Instruments. Pledged Investment Property excludes any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by Section 5.10 hereof.

“Pledged Stock” means all Pledged Certificated Stock and all Pledged Uncertificated Stock.

“Pledged ULC Stock” means Pledged Stock that is comprised of shares in the capital stock of a ULC.

“Pledged Uncertificated Stock” means any Stock or Stock Equivalent of any Person that is not Pledged Certificated Stock, including all right, title and interest of any Grantor as a limited or general partner in any partnership not constituting Pledged Certificated Stock or

as a member of any limited liability company, all right, title and interest of any Grantor in, to and under any Organization Document of any partnership or limited liability company to which it is a party, and any distribution of property made on, in respect of or in exchange for the foregoing from time to time, including in each case those interests set forth on Schedule 5, to the extent such interests are not certificated. Pledged Uncertificated Stock excludes any Excluded Property and any Cash Equivalents that are not held in Controlled Securities Accounts to the extent permitted by Section 5.10 hereof.

“Revolving Loan Debt” shall have the meaning specified in the Intercreditor Agreement.

“Revolving Loan Priority Collateral” shall have the meaning specified in the Intercreditor Agreement.

“Revolving Loan Security Agreement” means that certain Guaranty and Security Agreement, dated as of November 25, 2015, among the Borrower, each other Grantor from time to time party thereto and Bank of America, N.A., in its capacity as administrative agent, and its successors and assigns, as the same may be amended from time to time.

“Secured Obligations” means and includes, as to any Grantor, all of the following:

(a) the Obligations;

(b) any and all sums advanced by the Agent in order to preserve the Collateral or preserve its security interest in the Collateral; and

(c) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of such Grantor referred to in clause (a) or (b) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Agent of its rights hereunder, together with reasonable attorneys’ fees and court costs;

it being acknowledged and agreed that the “Secured Obligations” shall include extensions of credit or incurrence of indebtedness of the types described above, whether outstanding on the date of this Agreement or extended or incurred from time to time after the date of this Agreement.

“Software” means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of any applicable Requirement of Law, any of the attachment, perfection or priority of the Agent’s or any other Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code of a jurisdiction other than the State of New York, “UCC” shall

mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of the definitions related to or otherwise used in such provisions.

“ULC” shall mean any unlimited company, unlimited liability company or unlimited liability corporation or any similar entity existing under the laws of any province or territory of Canada and any successor to any such entity.

“Vehicles” means all vehicles covered by a certificate of title law of any state of the United States of America.

## Section 1.2    Certain Other Terms.

(a)     The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The terms “herein”, “hereof” and similar terms refer to this Agreement as a whole and not to any particular Article, Section or clause in this Agreement. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to a Grantor shall refer to such Grantor’s Collateral or any relevant part thereof.

### (b)    Other Interpretive Provisions.

(i)     Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto.

(ii)    The Agreement. The words “hereof”, “herein”, “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(iii)   Certain Common Terms. The term “including” is not limiting and means “including without limitation.”

(iv)    Performance; Time. Whenever any performance obligation hereunder (other than a payment obligation) shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”, and the word “through” means “to and including.” If any provision of this Agreement refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision shall be interpreted to encompass any and all means, direct or indirect, of taking, or not taking, such action.

(v)     Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement and the other Loan Documents, shall be deemed to include all subsequent amendments, thereto,

restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document.

(vi) Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

## ARTICLE II

### GUARANTY

Section 2.1 Guaranty. To induce the Lenders to make the Term Loans and each other Secured Party to make credit available to, or for the benefit of, one or more Grantors under the Credit Agreement, each Guarantor hereby, jointly and severally, absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment or otherwise in accordance with any Loan Document, of all the Obligations whether existing on the date hereof or hereinafter incurred or created (the "Guaranteed Obligations"). This Guaranty by each Guarantor hereunder constitutes a guaranty of payment and not of collection.

Section 2.2 Limitation of Guaranty. Any term or provision of this Guaranty or any other Loan Document to the contrary notwithstanding, the maximum aggregate amount for which any Guarantor shall be liable hereunder or under any other Loan Document shall not exceed the maximum amount for which such Guarantor can be liable without rendering this Guaranty or any other Loan Document, as it relates to such Guarantor, subject to avoidance under applicable Requirements of Law relating to fraudulent conveyance or fraudulent transfer (including the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transaction Act, the Uniform Fraudulent Transfer Act and Section 548 of title 11 of the United States Code or any applicable provisions of comparable Requirements of Law) (collectively, "Fraudulent Transfer Laws"). Any analysis of the provisions of this Guaranty for purposes of Fraudulent Transfer Laws shall take into account the right of contribution established in Section 2.3 and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under the Guaranty.

Section 2.3 Contribution. To the extent that any Subsidiary Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by such Guarantor and its Subsidiaries from the Loans and other Obligations and (b) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of the Guaranteed Obligations (excluding the amount thereof repaid by the Borrower and Holdings) in the same proportion as such Guarantor's net worth on the date enforcement is sought hereunder bears to the aggregate net worth of all the Guarantors on such date, then such Guarantor shall be reimbursed by such other Guarantors for the amount of such excess, pro rata, based on the respective net worth of such other Guarantors on such date. The provisions hereof shall in no way limit the obligations and

liabilities of any Guarantor hereunder, and each Guarantor shall remain liable to the Secured Parties for the full amount of the Guaranteed Obligations.

Section 2.4 Authorization; Other Agreements. The Secured Parties are hereby authorized, without notice to or demand upon any Guarantor and without discharging or otherwise affecting the obligations of any Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

(a) (i) modify, amend, supplement or otherwise change, (ii) accelerate or otherwise change the time of payment or (iii) waive or otherwise consent to noncompliance with, any Guaranteed Obligation or any Loan Document;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Documents;

(c) refund at any time any payment received by any Secured Party in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guaranty therefor in any manner, (ii) receive, take and hold additional Collateral to secure any Guaranteed Obligation, (iii) add, release or substitute any one or more other Guarantors, makers or endorser of any Guaranteed Obligation or any part thereof and (iv) otherwise deal in any manner with the Borrower or any other Guarantor, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations.

Section 2.5 Guaranty Absolute and Unconditional. Each Guarantor hereby waives and agrees not to assert any defense, whether arising in connection with or in respect of any of the following or otherwise, and hereby agrees that its obligations under this Guaranty are irrevocable, absolute and unconditional and shall not be discharged as a result of or otherwise affected by any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Guaranty, in each case except as otherwise agreed in writing by the Agent (at the direction of the Required Lenders)):

(a) the invalidity or unenforceability of any obligation of the Borrower or any other Credit Party under any Loan Document or any other agreement or instrument relating thereto (including any amendment, consent or waiver thereto), or any security for, or other guaranty of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from the Borrower or any other Credit Party or other action to enforce the same or (ii) any action to enforce any Loan Document or any Lien thereunder;

(c) the failure by any Person to take any steps to perfect and maintain any Lien on, or to preserve any rights with respect to, any Collateral;

(d) any act or failure to act by the Borrower, any other Credit Party or any other Person which may adversely affect such Guarantor's subrogation rights, if any, against the Borrower to recover payments made under the Guaranty;

(e) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation or dissolution by or against the Borrower, any other Credit Party or any of the Borrower's other Subsidiaries or any procedure, agreement, order, stipulation, election, action or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(f) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an Event of Default by any Secured Party to proceed separately against any Collateral in accordance with such Secured Party's rights under any applicable Requirement of Law; or

(g) any other defense, setoff, counterclaim or any other circumstance that might otherwise constitute a legal or equitable discharge of the Borrower, any other Credit Party or any of the Borrower's other Subsidiaries, in each case other than the payment in full of the Guaranteed Obligations.

**Section 2.6 Waivers.** Each Guarantor hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff or counterclaim based on diligence, promptness, presentment, requirements for any demand or notice hereunder including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of the Borrower or any other Credit Party. Each Guarantor further unconditionally and irrevocably agrees not to (x) enforce or otherwise exercise any right of subrogation or any right of reimbursement or contribution or similar right against the Borrower or any other Credit Party by reason of any Loan Document or any payment made thereunder or (y) assert any claim, defense, setoff or counterclaim it may have against any other Credit Party or set off any of its obligations to such other Credit Party against obligations of such Credit Party to such Guarantor, in each case until the Guaranteed Obligations have been indefeasibly paid in full in cash and this Agreement and the other Loan Documents have been terminated. If any Guarantor receives any amounts on account of such right of subrogation, reimbursement, contribution or similar right before the Guaranteed Obligations have been paid in full in cash and this Agreement and the other Loan Documents have been terminated, such amount shall be held



by such Guarantor in trust for the benefit of the Agent, on behalf of the Secured Parties, segregated from other funds of such Guarantor, and be promptly turned over to the Agent in the same form so received (with any necessary endorsement) to be applied against the Guaranteed Obligations. No obligation of any Guarantor hereunder shall be discharged other than by complete performance.

Section 2.7    Reliance. Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower, each other Guarantor, each other Credit Party and any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and each Guarantor hereby agrees that no Secured Party shall have any duty to advise any Guarantor of information known to it regarding such condition or any such circumstances. In the event any Secured Party, in its sole discretion, undertakes at any time or from time to time to provide any such information to any Guarantor, such Secured Party shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that such Secured Party, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (c) make any future disclosures of such information or any other information to any Guarantor.

### ARTICLE III

#### GRANT OF SECURITY INTEREST

Section 3.1    Collateral. For the purposes of this Agreement, all of the following property now owned or at any time hereafter acquired by a Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests is collectively referred to as the “Collateral”:

(a) all accounts, chattel paper, deposit accounts, documents (as defined in the UCC), equipment, general intangibles (including any Intellectual Property), instruments, inventory, investment property, letter of credit rights and any supporting obligations related to any of the foregoing;

(b) the commercial tort claims described on Schedule 1 and on any supplement thereto received by the Agent pursuant to Section 5.9;

(c) all books and records pertaining to the other property described in this Section 3.1;

(d) all property of such Grantor held by any Secured Party, including all property of every description, in the custody of or in transit to such Secured Party for any purpose, including safekeeping, collection or pledge, for the account of such Grantor or as to which such Grantor may have any right or power, including but not limited to cash;

(e) all proceeds of Insurance Policies of any kind maintained by any Grantor;

(f) all other goods (including but not limited to fixtures) and personal property of such Grantor, whether tangible or intangible and wherever located; and

(g) to the extent not otherwise included, all proceeds, accessions, products, substitutions or replacements of the foregoing.

Section 3.2 Grant of Security Interest in Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral of such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby created in or granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein. For greater certainty, the Agent shall only have a security interest in, and not a present assignment of, any Trademarks registered with the Canadian Intellectual Property Office that form part of the Collateral.

#### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES

To induce the Lenders and the Agent to enter into the Loan Documents, each Grantor as of the date hereof, hereby represents and warrants each of the following to each of the Agent, the Lenders, and the other Secured Parties:

Section 4.1 Title; No Other Liens. Except for the Liens granted to the Agent pursuant to this Agreement and the Liens granted to the Revolving Agent pursuant to the Revolving Loan Security Agreement and other Permitted Liens under any Loan Document (including Section 4.2), such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. Such Grantor (a) is the record and beneficial owner of the Collateral pledged by it hereunder constituting instruments or certificates and (b) has rights in or the power to transfer each other item of Collateral in which a Lien is granted by it hereunder, free and clear of any other Lien other than Permitted Liens.

Section 4.2 Perfection and Priority. The security interest granted pursuant to this Agreement constitutes a valid and continuing perfected security interest in favor of the Agent in all Collateral subject, for the following Collateral, to the occurrence of the following: (a) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings and other actions specified on Schedule 2 (which, in the case of all filings and other documents referred to on such schedule, have been delivered to the Agent in completed and duly authorized form), (b) with respect to any deposit account, the execution of a Control Agreement, (c) in the case of all Copyrights, Trademarks and Patents for which UCC filings are insufficient, all appropriate filings having been made with the United States Copyright Office, the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, (d) in the case of letter-of-credit rights that are not supporting obligations of Collateral, the execution of a Contractual Obligation granting control

to the Agent over such letter-of-credit rights, and (e) in the case of electronic chattel paper, the completion of all steps necessary to grant control to the Agent over such electronic chattel paper. Such security interest shall be prior to all other Liens on Collateral except for Permitted Liens having priority over the Agent's Lien by operation of law, permitted pursuant to Section 5.1(e), 5.1(g), 5.1(h), 5.1(i) or 5.1(k) of the Credit Agreement or that constitute a lien on the Revolving Loan Priority Collateral granted to the Revolving Loan Agent under the Revolving Loan Credit Agreement upon (i) in the case of all Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property, the delivery thereof to the Agent of such Pledged Certificated Stock, Pledged Debt Instruments and Pledged Investment Property consisting of instruments and certificates, in each case properly endorsed for transfer to the Agent or in blank, (ii) in the case of all Pledged Investment Property not in certificated form, the execution of Control Agreements with respect to such investment property and (iii) in the case of all other instruments and tangible chattel paper that are not Pledged Certificated Stock, Pledged Debt Instruments or Pledged Investment Property, the delivery thereof to the Agent of such instruments and tangible chattel paper. Except as set forth in this Section 4.2 and except as expressly permitted not to be taken under the Credit Agreement, all actions by each Grantor necessary or desirable to perfect the Lien granted hereunder on the Collateral have been duly taken.

Section 4.3 Jurisdiction of Organization; Chief Executive Office. Such Grantor's jurisdiction of organization, legal name and organizational identification number, if any, and the location of such Grantor's chief executive office or sole place of business, in each case as of the date hereof, is specified on Schedule 3 and such Schedule 3 also lists all jurisdictions of incorporation, legal names and locations of such Grantor's chief executive office or sole place of business for the five years preceding the date hereof.

Section 4.4 Locations of Inventory, Equipment and Books and Records. On the date hereof, such Grantor's inventory and equipment (other than inventory and equipment in transit) and books and records concerning the Collateral are kept at the locations listed on Schedule 4.

Section 4.5 Pledged Collateral. (a) The Pledged Stock pledged by such Grantor hereunder (a) is listed on Schedule 5 and constitutes that percentage of the issued and outstanding equity of all classes of each issuer thereof as set forth on Schedule 5, (b) has been duly authorized, validly issued and is fully paid and nonassessable (other than Pledged ULC Stock and Pledged Stock in limited liability companies and partnerships), (c) insofar as such can be said to be the case in respect of such Pledged Stock, constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms and (d) to the extent such Pledged Stock is Pledged Uncertificated Stock, such interests do not constitute a security governed by Article 8 of the UCC unless such interests have been certificated and delivered in accordance with Section 5.3(a).

(b) As of the Closing Date, (i) all Pledged Collateral (other than Pledged Uncertificated Stock) and (ii) all Pledged Investment Property consisting of instruments and certificates has been delivered to the Agent in accordance with Section 5.3(a).

(c) Upon the occurrence and during the continuance of an Event of Default, the Agent (or its designee) shall be entitled to exercise (at the direction of the Required Lenders) all of the rights of the Grantor granting the security interest in any Pledged Stock (except with

respect to Pledged ULC Stock which has not been registered in the name of the Agent or its designee), and a transferee or assignee of such Pledged Stock shall become a holder of such Pledged Stock to the same extent as such Grantor and be entitled to participate in the management of the issuer of such Pledged Stock and, upon the transfer of the entire interest of such Grantor, such Grantor shall, by operation of law, cease to be a holder of such Pledged Stock.

Section 4.6 Instruments and Tangible Chattel Paper Formerly Accounts. No amount payable to such Grantor under or in connection with any account is evidenced by any instrument or tangible chattel paper that has not been delivered to the Agent, properly endorsed for transfer, to the extent delivery is required by Section 5.6(a).

Section 4.7 Intellectual Property.

(a) Schedule 6 sets forth a true and complete list of the following Intellectual Property such Grantor owns, licenses or otherwise has the right to use: (i) Intellectual Property that is registered or subject to applications for registration and is owned by such Grantor or licensed to such Grantor, (ii) Internet Domain Names owned by or licensed to such Grantor and (iii) to the knowledge of such Grantor, material Software owned by such Grantor; in each case separately identifying that owned and licensed to such Grantor and including for each of the foregoing items (1) the owner, (2) the title, (3) the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed, (4) as applicable, the registration or application number and registration or application date and (5) any IP Licenses or other rights (including franchises) granted by such Grantor with respect thereto.

(b) On the Closing Date, all Material Intellectual Property owned by such Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Material Intellectual Property has been abandoned. To the knowledge of such Grantor, no breach or default of any material IP License shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of such Grantor in, any Material Intellectual Property: (i) the consummation of the transactions contemplated by any Loan Document or (ii) any holding, decision, judgment or order rendered by any Governmental Authority. To the knowledge of such Grantor, there are no pending or threatened actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or such Grantor's rights in, any Material Intellectual Property of such Grantor. To such Grantor's knowledge, no Person has been or is infringing, misappropriating, diluting, violating or otherwise impairing any Intellectual Property of such Grantor. Such Grantor, and to such Grantor's knowledge each other party thereto, is not in material breach or default of any material IP License.

Section 4.8 Commercial Tort Claims. The only commercial tort claims of any Grantor with an estimated value in excess of \$750,000 existing on the date hereof (regardless of whether the amount, defendant or other material facts can be determined and regardless of whether such commercial tort claim has been asserted, threatened or has otherwise been made known to the obligee thereof or whether litigation has been commenced for such claims) are those listed on Schedule 1, which sets forth such information separately for each Grantor.

Section 4.9 Specific Collateral. None of the Collateral is or is proceeds or products of farm products, as-extracted collateral, health-care-insurance receivables or timber to be cut.

Section 4.10 Enforcement. No Permit, notice to or filing with any Governmental Authority or any other Person or any consent from any Person is required for the exercise by the Agent of its rights (including voting rights) provided for in this Agreement or the enforcement of remedies in respect of the Collateral pursuant to this Agreement, including the transfer of any Collateral, except as may be required in connection with the disposition of any portion of the Pledged Collateral by laws affecting the offering and sale of securities generally or any approvals that may be required to be obtained from any bailees or landlords to collect the Collateral.

## ARTICLE V

### COVENANTS

Each Grantor agrees with the Agent to the following, as long as any Obligation or Commitment remains outstanding (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted):

Section 5.1 Maintenance of Perfected Security Interest; Further Documentation and Consents. (a) Generally. Such Grantor shall (i) not use or permit any Collateral to be used in violation of any provision of any Loan Document or any Related Agreement or any policy of insurance covering the Collateral and (ii) not enter into any Contractual Obligation or undertaking restricting the right or ability of such Grantor or the Agent to sell, assign, convey or transfer any Collateral if such restriction would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest and such priority against the claims and demands of all Persons.

(c) Such Grantor shall furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other documents in connection with the Collateral as the Agent (acting at the direction of the Required Lenders)\_may reasonably request, which request may not be made more frequently than once per calendar quarter except during the continuance of an Event of Default, all in reasonable detail and in form and substance reasonably satisfactory to the Agent and the Required Lenders. Any such statements or schedules furnished to the Revolving Loan Agent shall be promptly furnished to the Agent, if not already requested by the Agent (acting at the direction of the Required Lenders).

(d) At any time and from time to time, upon the written request of the Agent (which may be at the direction of the Required Lenders), such Grantor shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, (i) promptly and duly execute and deliver, and have recorded, such further documents, including an authorization to file (or, as applicable, the filing) of any financing statement or

amendment under the UCC (or other filings under similar Requirements of Law) in effect in any jurisdiction with respect to the security interest created hereby and (ii) take such further action as the Agent (acting at the direction of the Required Lenders) may reasonably request, including (A) using its reasonable best efforts to secure all consents or approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any Contractual Obligation, including any IP License, held by such Grantor and to enforce the security interests granted hereunder and (B) executing and delivering any Control Agreements with respect to deposit accounts and securities accounts.

(e) To ensure that a Lien and security interest is granted on any of the Excluded Property set forth in clause (iii) of the definition of “Excluded Property”, such Grantor shall use commercially reasonable efforts to obtain any required consents from any Person other than the Borrower and its Affiliates with respect to any permit or license or any Contractual Obligation with such Person entered into by such Grantor that requires such consent as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto.

Section 5.2 Changes in Locations, Name, Etc. (a) Changes in Location. Such Grantor shall not permit any inventory to be kept at any location other than those locations listed on Schedule 4 (as supplemented in accordance with the following sentence), except for inventory in transit. With respect to any additional location at which any Collateral is (or books or records relating to any Collateral are) kept, such Grantor shall deliver to the Agent, within 30 days of the first day any such Collateral, books or records are kept at such additional location, (i) a written supplement to Schedule 4 describing such additional location in appropriate detail and (ii) (A) a fully executed landlord waiver and consent, in form and substance reasonably satisfactory to the Agent and the Required Lenders; or (B) a statement of the value of the Collateral at such location.

(b) Other Changes. Except upon 15 day’s prior written notice to the Agent and the delivery to the Agent of all documents reasonably requested by the Agent (acting at the direction of the Required Lenders) to maintain the validity, perfection and priority of the security interests provided for herein, such Grantor shall not (i) change its jurisdiction of organization or its location, in each case from that referred to in Section 4.3, or (ii) change its legal name or organizational identification number, if any, or corporate, limited liability company, partnership or other organizational structure to such an extent that any financing statement filed in connection with this Agreement would become misleading.

Section 5.3 Pledged Collateral. (a) Delivery of Pledged Collateral. Such Grantor shall (i) deliver to the Agent, in suitable form for transfer and in form and substance reasonably satisfactory to the Agent and Required Lenders, (A) all Pledged Certificated Stock (provided that, for greater certainty, any stock power or other transfer document of Pledged ULC Stock shall not name the Agent or its designee as transferee and shall not be effective to transfer such Pledged ULC Stock until completed), (B) all Pledged Debt Instruments and (C) all certificates and instruments evidencing Pledged Investment Property and (ii) maintain all other Pledged Investment Property in a Controlled Securities Account.

(b) Certification of Interests. No Grantor shall permit any interests in such Grantor or any of such Grantor's Subsidiaries to provide that such interests constitute a security governed by Article 8 of the UCC, unless such interests have been certificated and delivered in accordance with Section 5.3(a); provided that if any Grantor acquires an entity that has elected to provide that its equity interests are securities governed by Article 8 of the UCC, such Grantor agrees that, promptly after such acquisition, such Grantor shall amend, or cause to be amended, the corporate documents of such entity to remove such election unless such equity interests are certificated and immediately delivered to Agent in accordance with this Agreement.

(c) Event of Default. During the continuance of an Event of Default, the Agent (acting at the direction of the Required Lenders) shall have the right at any time and from time to time in its discretion and without notice to any Grantor, to (i) transfer to or to register in its name or in the name of its nominees any Pledged Collateral or any Pledged Investment Property and (ii) exchange any certificate or instrument representing or evidencing any Pledged Collateral or any Pledged Investment Property for certificates or instruments of smaller or larger denominations, in each case except in the case of any Pledged ULC Stock for which notice to the Grantor owning such Pledged ULC Stock must be given before the right described herein may be exercised.

(d) Cash Distributions with respect to Pledged Collateral. Except as provided in Article VI and subject to the limitations set forth in the Credit Agreement, such Grantor shall be entitled to receive all cash distributions paid in respect of the Pledged Collateral.

(e) Voting Rights. Except as provided in Article VI, such Grantor shall be entitled to exercise all voting, consent and corporate, partnership, limited liability company and similar rights with respect to the Pledged Collateral; provided, however, that no vote shall be cast, consent given or right exercised or other action taken by such Grantor that would impair the Collateral or be inconsistent with or result in any violation of any provision of the Intercreditor Agreement or any Loan Document; and further provided that, in the case of Pledged ULC Stock, the initial statement in this paragraph (e) is for greater certainty only.

#### Section 5.4   Accounts.

(a) Such Grantor shall not, other than in the ordinary course of business (and consistent with the business practices of such Grantor on the date hereof), (i) grant any extension of the time of payment of any account, (ii) compromise or settle any account for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any account, (iv) allow any credit or discount on any account or (v) amend, supplement or modify any account in any manner that could adversely affect the value thereof.

(b) So long as an Event of Default is continuing, the Agent (acting at the direction of the Required Lenders) shall have the right to make test verifications of the accounts in any manner and through any medium that it reasonably considers advisable, and such Grantor shall furnish all such assistance and information as the Agent (acting at the direction of the Required Lenders) may reasonably require in connection therewith. (i) At any time and from time to time during the continuance of an Event of Default and (ii) at any other time and from time to time but subject to the terms of the Credit Agreement, upon the Agent's reasonable

request, such Grantor shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the accounts.

Section 5.5 Commodity Contracts. Such Grantor shall not have any commodity contract unless subject to a Control Agreement.

Section 5.6 Delivery of Instruments and Tangible Chattel Paper and Control of Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper. (a) If any amount in excess of \$100,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by an instrument or tangible chattel paper other than such instrument delivered in accordance with Section 5.3(a) and in the possession of the Agent, such Grantor shall mark all such instruments and tangible chattel paper with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of NewStar Financial, Inc., as Agent" and, at the request of the Agent (acting at the direction of the Required Lenders), shall immediately deliver such instrument or tangible chattel paper to the Agent, duly indorsed in a manner reasonably satisfactory to the Agent and the Required Lenders.

(b) Such Grantor shall not grant "control" (within the meaning of such term under Article 9-106 of the UCC) over any investment property to any Person other than the Agent.

(c) If such Grantor is or becomes the beneficiary of a letter of credit that is (i) not a supporting obligation of any Collateral and (ii) in excess of \$100,000, such Grantor shall promptly, and in any event within 2 Business Days after becoming a beneficiary, notify the Agent thereof and enter into a Contractual Obligation with the Agent, the issuer of such letter of credit or any nominated person with respect to the letter-of-credit rights under such letter of credit. Such Contractual Obligation shall assign such letter-of-credit rights to the Agent and such assignment shall be sufficient to grant control for the purposes of Section 9-107 of the UCC (or any similar section under any equivalent UCC). Such Contractual Obligation shall also direct all payments thereunder to a Cash Collateral Account. The provisions of the Contractual Obligation shall be in form and substance reasonably satisfactory to the Agent and the Required Lenders.

(d) If any amount in excess of \$100,000 payable under or in connection with any Collateral owned by such Grantor shall be or become evidenced by electronic chattel paper, such Grantor shall take all steps necessary to grant the Agent control of all such electronic chattel paper for the purposes of Section 9-105 of the UCC (or any similar section under any equivalent UCC) and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

Section 5.7 Intellectual Property. (a) Within 30 days after any change of any information required to be listed on Schedule 6 for such Grantor, such Grantor shall provide the Agent notification thereof and the short-form intellectual property agreements and assignments as described in this Section 5.7 and any other documents that the Agent (acting at the direction of the Required Lenders) reasonably requests with respect thereto.



(b) Such Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each Trademark included in the Material Intellectual Property in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, except as such Grantor may determine in its reasonable discretion, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, except as such Grantor may determine in its reasonable discretion, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless the Agent shall obtain a perfected security interest in such other Trademark pursuant to this Agreement and (ii) not do any act or omit to do any act whereby (w) such Trademark (or any goodwill associated therewith) could reasonably be expected to become destroyed, invalidated, impaired or harmed in any way, (x) any Patent included in the Material Intellectual Property could reasonably be expected to become forfeited, misused, unenforceable, abandoned or dedicated to the public, (y) any portion of the Copyrights included in the Material Intellectual Property could reasonably be expected to become invalidated, otherwise impaired or fall into the public domain or (z) any Trade Secret that is Material Intellectual Property could reasonably be expected to become publicly available or otherwise unprotectable.

(c) If such Grantor knows, or has reason to know, that any application or registration relating to any Material Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Material Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any Applicable IP Office, such Grantor shall notify the Agent within five (5) Business Days of obtaining such knowledge, or reason to know, thereof. Such Grantor shall take all actions that are necessary or reasonably requested by the Agent (acting at the direction of the Required Lenders) to maintain and pursue each application (and to obtain the relevant registration or recordation) and, unless such Grantor determines in its reasonable discretion, to maintain each registration and recordation included in the Material Intellectual Property.

(d) Such Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other Person. In the event that any Material Intellectual Property of such Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, such Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto, including promptly bringing suit and recovering all damages therefor if it reasonably deems such action to be appropriate under the circumstances.

(e) Such Grantor shall execute and deliver to the Agent in form and substance reasonably acceptable to the Agent and the Required Lenders and suitable for (i) filing in the Applicable IP Office the short-form intellectual property security agreements in the form attached hereto as Annex 3 for all Copyrights, Trademarks, Patents and IP Licenses of such Grantor and (ii) recording with the appropriate Internet domain name registrar, a duly executed

form of assignment for all Internet Domain Names of such Grantor (together with appropriate supporting documentation as may be requested by the Agent or the Required Lenders).

Section 5.8 Notices. Such Grantor shall promptly notify the Agent in writing of its acquisition of any interest hereafter in property that is of a type where a security interest or lien must be or may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation or any applicable foreign statute or regulation.

Section 5.9 Notice of Commercial Tort Claims. Such Grantor agrees that, if it shall acquire any interest in any commercial tort claim with an estimated value in excess of \$750,000 (whether from another Person or because such commercial tort claim shall have come into existence), (i) such Grantor shall, upon such acquisition, promptly (but in any case within 5 Business Days of such acquisition) deliver to the Agent, in each case in form and substance reasonably satisfactory to the Agent, a notice of the existence and nature of such commercial tort claim and a supplement to Schedule 1 containing a specific description of such commercial tort claim, (ii) Section 3.1 shall apply to such commercial tort claim and (iii) such Grantor shall execute and deliver to the Agent, in each case in form and substance satisfactory to the Agent, any document, and take all other action reasonably necessary or appropriate for the Agent to obtain, for the benefit of the Secured Parties, a perfected security interest having at least the priority set forth in Section 4.2 in all such commercial tort claims. Any supplement to Schedule 1 delivered pursuant to this Section 5.9 shall, after the receipt thereof by the Agent, become part of Schedule 1 for all purposes hereunder other than in respect of representations and warranties made prior to the date of such receipt.

Section 5.10 Controlled Securities Account. Each Grantor shall deposit all of its Cash Equivalents in securities accounts that are Controlled Securities Accounts except for Cash Equivalents the aggregate value of which does not exceed \$100,000.

## ARTICLE VI

### REMEDIAL PROVISIONS

Section 6.1 Code and Other Remedies. (a) UCC Remedies. During the continuance of an Event of Default, the Agent (acting at the direction of the Required Lenders) may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to any Secured Obligation, but subject to the limitations set out in Section 8.13 hereof with respect to Pledged ULC Stock, all rights and remedies of a secured party under the UCC or any other applicable law.

(b) Disposition of Collateral. Without limiting the generality of the foregoing, the Agent (acting at the direction of the Required Lenders) may, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or, to the extent that any Grantor directly or indirectly controls or may consent on behalf of any other Person, such other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), during the continuance of any Event of Default (personally or through its agents or attorneys), but subject to the limitations set out in Section 8.13 hereof with respect to Pledged

ULC Stock, (i) enter upon the premises where any Collateral is located, without any obligation to pay rent, through self-help, without judicial process, without first obtaining a final judgment or giving any Grantor notice or, to the extent any Grantor directly or indirectly controls or may consent on behalf of any other Person, such other Person or opportunity for a hearing on the Agent's claim or action, (ii) collect, receive, appropriate and realize upon any Collateral and (iii) sell, assign, convey, transfer, grant option or options to purchase and deliver any Collateral (enter into Contractual Obligations to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent (acting at the direction of the Required Lenders) shall have the right, upon any such public sale or sales and, to the extent permitted by the UCC and other applicable Requirements of Law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of any Grantor, which right or equity is hereby waived and released.

(c) Management of the Collateral. Each Grantor further agrees, that, during the continuance of any Event of Default, (i) promptly upon the Agent's request, it shall assemble the Collateral and make it available to the Agent at places that the Agent shall reasonably select, whether at such Grantor's premises or elsewhere, (ii) without limiting the foregoing, the Agent also has the right to require that each Grantor store and keep any Collateral pending further action by the Agent and, while any such Collateral is so stored or kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain such Collateral in good condition, (iii) until the Agent is able to sell, assign, convey or transfer any Collateral, the Agent (acting at the direction of the Required Lenders) shall have the right to hold or use such Collateral (other than, with respect to Pledged ULC Stock, the exercise of any voting or similar rights unless and until such Pledged ULC Stock has been registered in the name of the Agent or its designee) to the extent that it deems appropriate for the purpose of preserving the Collateral or its value or for any other purpose deemed appropriate by the Agent and (iv) the Agent may, if it so elects (at the direction of the Required Lenders), seek the appointment of a receiver or keeper to take possession of any Collateral and to enforce any of the Agent's remedies (for the benefit of the Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. The Agent shall not have any obligation to any Grantor to maintain or preserve the rights of any Grantor as against third parties with respect to any Collateral while such Collateral is in the possession of the Agent.

(d) Application of Proceeds. During the continuance of an Event of Default, the Agent (or its agent or designee) shall (at the direction of the Required Lenders) apply the cash proceeds of any action taken by it pursuant to this Section 6.1, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any Collateral or in any way relating to the Collateral or the rights of the Agent and any other Secured Party hereunder, including reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as the Agent shall elect, consistent with the provisions of the Credit Agreement. Only after such application and after the payment by the Agent of any other amount required by any Requirement of Law, need the Agent account for the surplus, if any, to any Grantor.

(e) Direct Obligation. Neither the Agent nor any other Secured Party shall be required to make any demand upon, or pursue or exhaust any right or remedy against, any Grantor, any other Credit Party or any other Person with respect to the payment of the Obligations or to pursue or exhaust any right or remedy with respect to any Collateral therefor or any direct or indirect guaranty thereof. All of the rights and remedies of the Agent and any other Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Agent or any other Secured Party, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety, now or hereafter existing, arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of any Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

(f) Commercially Reasonable. To the extent that applicable Requirements of Law impose duties on the Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Agent to do any of the following:

(i) fail to incur significant costs, expenses or other Liabilities reasonably deemed as such by the Agent to prepare any Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition;

(ii) fail to obtain Permits, or other consents, for access to any Collateral to sell or for the collection or sale of any Collateral, or, if not required by other Requirements of Law, fail to obtain Permits or other consents for the collection or disposition of any Collateral;

(iii) fail to exercise remedies against account debtors or other Persons obligated on any Collateral or to remove Liens on any Collateral or to remove any adverse claims against any Collateral;

(iv) advertise dispositions of any Collateral through publications or media of general circulation, whether or not such Collateral is of a specialized nature, or to contact other Persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring any such Collateral;

(v) exercise collection remedies against account debtors and other Persons obligated on any Collateral, directly or through the use of collection agencies or other collection specialists, hire one or more professional auctioneers to assist in the disposition of any Collateral, whether or not such Collateral is of a specialized nature, or, to the extent deemed appropriate by the Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any Collateral, or utilize Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable

capacity of doing so, or that match buyers and sellers of assets to dispose of any Collateral;

- (vi) dispose of assets in wholesale rather than retail markets;
- (vii) disclaim disposition warranties, such as title, possession or quiet enjoyment; or
- (viii) purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of any Collateral or to provide to the Agent a guaranteed return from the collection or disposition of any Collateral.

Each Grantor acknowledges that the purpose of this Section 6.1 is to provide a non-exhaustive list of actions or omissions that are commercially reasonable when exercising remedies against any Collateral and that other actions or omissions by any Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6.1. Without limitation upon the foregoing, nothing contained in this Section 6.1 shall be construed to grant any rights to any Grantor or to impose any duties on the Agent that would not have been granted or imposed by this Agreement or by applicable Requirements of Law in the absence of this Section 6.1.

(g) IP Licenses; Real Property. For the purpose of enabling the Agent to exercise rights and remedies under this Section 6.1 (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, (i) an irrevocable, nonexclusive, worldwide license (exercisable without payment of royalty or other compensation to such Grantor), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by such Grantor and access to all media in which any of the licensed items may be recorded or stored and to all Software and programs used for the compilation or printout thereof and (ii) to the extent not prohibited by any applicable Contractual Obligation, an irrevocable license (without payment of rent or other compensation to such Grantor) to use, operate and occupy all real Property owned, operated, leased, subleased or otherwise occupied by such Grantor.

Section 6.2 Accounts and Payments in Respect of General Intangibles. (a) In addition to, and not in substitution for, any similar requirement in the Credit Agreement, if required by the Agent or the Required Lenders at any time during the continuance of an Event of Default, any payment of accounts or payment in respect of general intangibles, when collected by any Grantor, shall be promptly (and, in any event, within 2 Business Days of receipt thereof) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Agent, in a Cash Collateral Account, subject to withdrawal by the Agent as provided in Section 6.4. Until so turned over, such payment shall be held by such Grantor in trust for the Agent, for the benefit of the Secured Parties, segregated from other funds of such Grantor. Each such deposit of proceeds of accounts and payments in respect of general intangibles shall be

accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At any time during the continuance of an Event of Default:

(i) each Grantor shall promptly, upon the Agent's request, deliver to the Agent all original and other documents evidencing, and relating to, the Contractual Obligations and transactions that gave rise to any account or any payment in respect of general intangibles, including all original orders, invoices and shipping receipts and notify account debtors that the accounts or general intangibles have been collaterally assigned to the Agent and that payments in respect thereof shall be made directly to the Agent;

(ii) the Agent may, without notice, at any time during the continuance of an Event of Default, limit or terminate the authority of a Grantor to collect its accounts or amounts due under general intangibles or any thereof and, in its own name or in the name of others, communicate with account debtors to verify with them to the Agent's satisfaction the existence, amount and terms of any account or amounts due under any general intangible. In addition, the Agent may at any time (at the direction of the Required Lenders) enforce such Grantor's rights against such account debtors and obligors of general intangibles; and

(iii) each Grantor shall take all actions, deliver all documents and provide all information necessary or reasonably requested by the Agent to ensure any Internet Domain Name is registered.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each account and each payment in respect of general intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any agreement giving rise to an account or a payment in respect of a general intangible by reason of or arising out of any Loan Document or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any obligation of any Grantor under or pursuant to any agreement giving rise to an account or a payment in respect of a general intangible, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

Section 6.3 Pledged Collateral. (a) Voting Rights. Except in the case of Pledged ULC Stock, during the continuance of an Event of Default, upon notice by the Agent to the relevant Grantor or Grantors (which may be contemporaneous), the Agent or its nominee (acting at the direction of the Required Lenders) may exercise (A) any voting, consent, corporate and other right pertaining to the Pledged Collateral at any meeting of shareholders, partners or members, as the case may be, of the relevant issuer or issuers of Pledged Collateral or otherwise and (B) any right of conversion, exchange and subscription and any other right, privilege or option pertaining

to the Pledged Collateral as if it were the absolute owner thereof (including the right to exchange at its discretion any Pledged Collateral upon the merger, amalgamation, consolidation, reorganization, recapitalization or other fundamental change in the corporate or equivalent structure of any issuer of Pledged Stock, the right to deposit and deliver any Pledged Collateral with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent (at the direction of the Required Lenders) may determine), all without liability except to account for property actually received by it; provided, however, that the Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(b) Proxies. In order to permit the Agent to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions that it may be entitled to receive hereunder, (i) each Grantor shall promptly execute and deliver (or cause to be promptly executed and delivered) to the Agent all such proxies, dividend payment orders and other instruments as the Agent (acting at the direction of the Required Lenders) may from time to time reasonably request and (ii) without limiting the effect of clause (i) above, such Grantor hereby grants to the Agent an irrevocable proxy to vote all or any part of the Pledged Collateral and to exercise all other rights, powers, privileges and remedies to which a holder of the Pledged Collateral would be entitled (including giving or withholding written consents of shareholders, partners or members, as the case may be, calling special meetings of shareholders, partners or members, as the case may be, and voting at such meetings), which proxy shall be coupled with an interest and effective automatically and without the necessity of any action (including any transfer of any Pledged Collateral on the record books of the issuer thereof) by any other person (including the issuer of such Pledged Collateral or any officer or agent thereof) during the continuance of an Event of Default and which proxy shall only terminate upon the indefeasible payment in full of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted).

(c) Authorization of Issuers. Each Grantor hereby expressly and irrevocably authorizes and instructs, without any further instructions from such Grantor, each issuer of any Pledged Collateral pledged hereunder by such Grantor (other than an issuer of Pledged ULC Stock) to (i) comply with any instruction received by it from the Agent while an Event of Default is continuing and is otherwise in accordance with the terms of this Agreement and each Grantor agrees that such issuer shall be fully protected from Liabilities to such Grantor in so complying and (ii) unless otherwise expressly permitted hereby or the Credit Agreement, pay any dividend or make any other payment with respect to the Pledged Collateral directly to the Agent.

Section 6.4 Proceeds to be Turned over to and Held by Agent. Unless otherwise expressly provided in the Credit Agreement or this Agreement, during the continuance of an Event of Default, all proceeds of any Collateral received by any Grantor hereunder in cash or Cash Equivalents shall be held by such Grantor in trust for the Agent, for the benefit of the Secured Parties, segregated from other funds of such Grantor, and shall, promptly upon receipt by any Grantor, be turned over to the Agent in the exact form received (with any necessary endorsements). All such proceeds of Collateral and any other proceeds of any Collateral received by the Agent in cash or Cash Equivalents shall be held by the Agent in a Cash

Collateral Account. All proceeds being held by the Agent in a Cash Collateral Account (or by such Grantor in trust for the Agent) shall continue to be held as collateral security for the Secured Obligations and shall not constitute payment thereof until applied as provided in the Credit Agreement.

Section 6.5 Sale of Pledged Collateral. (a) Each Grantor recognizes that the Agent may be unable to effect a public sale of any Pledged Collateral by reason of certain prohibitions contained in the Securities Act and applicable state or foreign securities laws or otherwise or may determine that a public sale is impracticable, not desirable or not commercially reasonable and, accordingly, may resort to one or more private sales thereof to a restricted group of purchasers that shall be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Agent shall be under no obligation to delay a sale of any Pledged Collateral for the period of time necessary to permit the issuer thereof to register such securities for public sale under the Securities Act or under applicable state or foreign securities laws even if such issuer would agree to do so.

(b) Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of any portion of the Pledged Collateral pursuant to Section 6.1 and this Section 6.5 valid and binding and in compliance with all applicable Requirements of Law. Each Grantor further agrees that a breach of any covenant contained herein will cause irreparable injury to the Agent and other Secured Parties, that the Agent and the other Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained herein shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defense against an action for specific performance of such covenants except for a defense that no Event of Default is continuing under the Credit Agreement or that all Secured Obligations have been indefeasibly paid in full in cash. Each Grantor waives any and all rights of contribution or subrogation upon the sale or disposition of all or any portion of the Pledged Collateral by Agent until the Secured Obligations have been paid in full in cash and this Agreement has been terminated.

Section 6.6 Deficiency. Each Grantor shall remain liable for the full amount of any deficiency if the proceeds of any sale or other disposition of any Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorney employed by the Agent or any other Secured Party to collect such deficiency.

## ARTICLE VII

### THE AGENT

Section 7.1 Agent's Appointment as Attorney-in-Fact. (a) Each Grantor hereby irrevocably constitutes and appoints the Agent and any Related Person thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in



the place and stead of such Grantor and in the name of such Grantor (except in the case of Pledged ULC Stock) or in its own name, for the purpose of carrying out the terms of the Loan Documents and the Intercreditor Agreement, to take, during the continuance of an Event of Default, any appropriate action and to execute any document or instrument that may be necessary or desirable to accomplish the purposes of the Loan Documents and the Intercreditor Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Agent and its Related Persons the power and right, on behalf of such Grantor, without notice to or assent by such Grantor and without any further action by any Person, to do any of the following when an Event of Default shall be continuing:

(i) in the name of such Grantor, in its own name (except in the case of Pledged ULC Stock) or otherwise, take possession of and indorse and collect any check, draft, note, acceptance or other instrument for the payment of moneys due under any account or general intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent (at the direction of the Required Lenders) for the purpose of collecting any such moneys due under any account or general intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property owned by or licensed to such Grantor, execute, deliver and have recorded any document that the Agent may request to evidence, effect, publicize or record the Agent's security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against any Collateral, effect any repair or pay any insurance called for by the terms of the Credit Agreement (including all or any part of the premiums therefor and the costs thereof);

(iv) execute, in connection with any sale provided for in Section 6.1 or Section 6.5, any document to effect or otherwise necessary or appropriate in relation to evidence the sale of any Collateral; or

(v) (A) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to the Agent or as the Agent (at the direction of the Required Lenders) shall direct, (B) ask or demand for, and collect and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (D) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (E) defend any actions, suits, proceedings, audits, claims, demands, orders or disputes brought against such Grantor with respect to any Collateral, (F) settle, compromise or adjust any such actions, suits, proceedings, audits, claims, demands, orders or disputes and, in connection

therewith, give such discharges or releases as the Agent (at the direction of the Required Lenders) may deem appropriate, (G) assign any Intellectual Property owned by such Grantor or any IP Licenses of such Grantor throughout the world on such terms and conditions and in such manner as the Agent shall determine (at the direction of the Required Lenders), including the execution and filing of any document necessary to effectuate or record such assignment and (H) generally, sell, assign, convey, transfer or grant a Lien on, make any Contractual Obligation with respect to and otherwise deal with, any Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes and do, at the Agent's option (at the direction of the Required Lenders), at any time or from time to time, all acts and things that the Agent (acting at the direction of the Required Lenders) deems necessary to protect, preserve or realize upon any Collateral and the Secured Parties' security interests therein and to effect the intent of the Loan Documents, all as fully and effectively as such Grantor might do.

If any Grantor fails to perform or comply with any Contractual Obligation contained herein, the Agent, at its option (at the direction of the Required Lenders), but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such Contractual Obligation.

(b) The reasonable expenses of the Agent incurred in connection with actions undertaken as provided in this Section 7.1, shall be payable by such Grantor to the Agent on demand, and shall constitute a Secured Obligation and Guaranteed Obligation until so paid.

(c) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Section 7.1. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released and shall survive the bankruptcy, dissolution or winding up of any relevant Grantor.

Section 7.2 Authorization to File Financing Statements. Each Grantor authorizes the Agent and its Related Persons, at any time and from time to time at such Grantor's expense, to file or record financing statements, amendments thereto, and other filing or recording documents or instruments with respect to any Collateral in such form and in such offices as the Agent reasonably determines appropriate to perfect the security interests of the Agent under this Agreement, and such financing statements and amendments may describe the Collateral covered thereby as "All assets of the debtor whether now existing or hereafter arising". A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction. Such Grantor also hereby ratifies its authorization for the Agent to have filed or caused to be filed any initial financing statement or amendment thereto under the UCC (or other similar laws) in effect in any jurisdiction if filed prior to the date hereof.

Section 7.3 Authority of Agent. Each Grantor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and the other Secured Parties, be governed by the Credit Agreement and by

such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and any Grantor, the Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation or entitlement to make any inquiry respecting such authority.

Section 7.4 Duty; Obligations and Liabilities. (a) Duty of Agent. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Agent deals with similar property for its own account. The powers conferred on the Agent hereunder are solely to protect the Agent's and Secured Parties' interest in the Collateral and shall not impose any duty upon the Agent or any other Secured Party to exercise any such powers. The Agent shall be accountable only for amounts that it receives as a result of the exercise of such powers, and neither it nor any of its Related Persons shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. In addition, the Agent shall not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other bailee if such Person has been selected by the Agent in good faith.

(b) Obligations and Liabilities with respect to Collateral. No Secured Party and no Related Person thereof shall be liable for failure to demand, collect or realize upon any Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to any Collateral. The powers conferred on the Agent hereunder shall not impose any duty upon any other Secured Party to exercise any such powers. The other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their respective officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 Reinstatement. Each Grantor agrees that, if any payment made by any Credit Party or other Person and applied to the Secured Obligations or Guaranteed Obligations is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or the proceeds of any Collateral are required to be returned by any Secured Party to such Credit Party, its estate, trustee, receiver or any other party, including any Grantor, under any bankruptcy law, state, federal or foreign law, common law or equitable cause, then, to the extent of such payment or repayment, any Guaranty, Lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Lien or other Collateral securing such Grantor's liability hereunder shall have been released or terminated by virtue of the foregoing or (b) any provision of the Guaranty hereunder shall have

been terminated, cancelled or surrendered, such Lien, other Collateral or provision shall be reinstated in full force and effect and such prior release, termination, cancellation or surrender shall not diminish, release, discharge, impair or otherwise affect the obligations of any such Grantor in respect of any Lien or other Collateral securing such obligation or the amount of such payment.

Section 8.2 Termination or Release of Collateral. (a) At the time provided in Section 8.10(b)(iii) of the Credit Agreement, the Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. Each Grantor (including its agents and designees) is hereby authorized to file UCC amendments at such time evidencing the termination of the Liens so released. At the request and expense of any Grantor following any such termination, the Agent shall deliver to such Grantor any Collateral of such Grantor held by the Agent hereunder and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If the Agent shall be directed or permitted pursuant to Section 8.10(b) of the Credit Agreement to release any Lien or any Collateral, such Collateral shall be released from the Lien created hereby to the extent provided under, and subject to the terms and conditions set forth in, such Section 8.10(b). In connection therewith, the Agent, at the request and expense of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

(c) At the time provided in Section 8.10(b) of the Credit Agreement and at the request of the Borrower, a Grantor shall be released from its obligations hereunder in the event that all the Stock and Stock Equivalents of such Grantor shall be sold to any Person that is not an Affiliate of Holdings, the Borrower and/or the Subsidiaries of the Borrower in a transaction permitted by the Loan Documents.

Section 8.3 Independent Obligations. The obligations of each Grantor hereunder are independent of and separate from the Secured Obligations and the Guaranteed Obligations. If any Secured Obligation or Guaranteed Obligation is not paid when due, or upon any Event of Default, the Agent may (at the direction of the Required Lenders), proceed directly and at once, without notice, against any Grantor and any Collateral to collect and recover the full amount of any Secured Obligation or Guaranteed Obligation then due, without first proceeding against any other Grantor, any other Credit Party or any other Collateral and without first joining any other Grantor or any other Credit Party in any proceeding.

Section 8.4 No Waiver by Course of Conduct. No Secured Party shall by any act (except by a written instrument pursuant to Section 8.5), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any

Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such Secured Party would otherwise have on any future occasion.

Section 8.5 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.1 of the Credit Agreement; provided, however, that annexes to this Agreement may be supplemented (but no existing provisions may be modified and no Collateral may be released) through Pledge Amendments and Joinder Agreements, substantially in the form of Annex 1 and Annex 2, respectively, in each case duly executed by the Agent and each Grantor directly affected thereby; provided further, that prior to any Borrowing, the Grantors shall be entitled to amend the Schedules hereto, and such amendments shall be incorporated by reference to Articles I, IV and V of this Agreement.

Section 8.6 Additional Grantors; Additional Pledged Collateral. (a) Joinder Agreements. If, at the option of the Borrower or as required pursuant to Section 4.13 of the Credit Agreement, the Borrower shall cause any Subsidiary that is not a Grantor to become a Grantor hereunder, such Subsidiary shall execute and deliver to the Agent a Joinder Agreement substantially in the form of Annex 2 and shall thereafter for all purposes be a party hereto and have the same rights, benefits and obligations as a Grantor party hereto on the Closing Date.

(b) Pledge Amendments. To the extent any Pledged Collateral has not been delivered as of the Closing Date, such Grantor shall deliver a pledge amendment duly executed by the Grantor substantially in the form of Annex 1 (each, a “Pledge Amendment”). Such Grantor authorizes the Agent to attach each Pledge Amendment to this Agreement.

Section 8.7 Notices. All notices, requests and demands to or upon the Agent or any Grantor hereunder shall be effected in the manner provided for in Section 9.2 of the Credit Agreement; provided, however, that any such notice, request or demand to or upon any Grantor shall be addressed to the Borrower’s notice address set forth in such Section 9.2.

Section 8.8 Successors and Assigns. The provisions of this Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Secured Party and their successors and assigns; provided, however, that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Agent (at the direction of the Required Lenders).

Section 8.9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 8.10 Severability. Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal,

invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

Section 8.11 Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 8.12 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, ANY LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.12.

EACH GRANTOR AGREES TO BE BOUND BY THE PROVISIONS OF SECTIONS 9.18(b) AND 9.18(c) OF THE CREDIT AGREEMENT. THE TERMS OF SUCH SECTIONS ARE INCORPORATED HEREIN MUTATIS MUTANDIS, WITH THE SAME FORCE AND EFFECT AS IF EXPRESSLY WRITTEN HEREIN.

Section 8.13 ULC Limitations. Notwithstanding any provisions to the contrary contained in this Agreement, the Credit Agreement or any other document or agreement among all or some of the parties hereto, each Grantor is as of the date of this Agreement the sole registered and beneficial owner of all Pledged ULC Stock more particularly described in Schedule 4 to this Agreement and in which a security interest has been granted hereunder by such Grantor and, subject to any disposition expressly permitted under the Loan Documents, will remain so until such time as such Pledged ULC Stock is fully and effectively transferred into the name of the Agent or its designee on the books and records of the ULC which is the issuer thereof. Nothing in this Agreement, the Credit Agreement or any other document or agreement delivered among all or some of the parties hereto is intended to or shall constitute the Agent, any other Secured Party or any person other than a Grantor to be a member or shareholder of any ULC until such time as written notice is given to the applicable Grantor and all further steps are taken so as to register the Agent, any Secured Party, or any designee of the Agent as holder of the Pledged ULC Stock. The mortgage, pledge and hypothecation of, and the granting of the security interest in, the Pledged ULC Stock pursuant to Article III shall not make the Agent or any other Secured Party a successor to any Grantor as a member or shareholder of any ULC, and none of the Agent, any other Secured Party and their respective successors or assigns hereunder shall be deemed to become a member or shareholder of any ULC by accepting this Agreement or holding or exercising any right granted herein unless and until such time, if any, when the Agent, any other Secured Party or any successor or assign expressly becomes a registered member or shareholder of such ULC. Each Grantor shall be entitled to receive and retain for its own account any dividends or other distributions, if any, in respect of the Pledged ULC Stock (except

that, with respect to any dividend or distribution comprised of Pledged ULC Stock, the certificate, instrument or other similar document evidencing such Pledged ULC Stock shall be delivered to the Agent to hold hereunder in accordance with Section 5.3(a)), and shall have the right to vote such Pledged ULC Stock and to control the direction, management and policies of the ULC issuing such Pledged ULC Stock to the same extent as such Grantor would if such Pledged ULC Stock were not pledged to the Agent until the Agent (or its designee) is registered as holder. To the extent any provision hereof would have the effect of constituting the Agent or any other Secured Party to be a member or shareholder of any ULC prior to such time, such provision shall be severed herefrom and ineffective with respect to the relevant Pledged ULC Stock without otherwise invalidating or rendering unenforceable this Agreement or invalidating or rendering unenforceable such provision insofar as it relates to Collateral other than Pledged ULC Stock. Notwithstanding anything herein to the contrary (except to the extent, if any, that the Agent, any other Secured Party or any of their respective successors or assigns hereafter expressly becomes a registered member or shareholder of any ULC), none of the Agent, any other Secured Party and their respective successors or assigns shall be deemed to have assumed or otherwise become liable for any debts or obligations of any ULC. Except upon the exercise by the Agent of rights to sell or otherwise dispose of Pledged ULC Stock or other remedies following the occurrence and during the continuance of an Event of Default, no Grantor shall cause or permit, or enable any ULC in which it holds Pledged ULC Stock to cause or permit, the Agent or any other Secured Party to (a) be registered as member or shareholder of such ULC, (b) have any notation entered in its favor in the share register of such ULC, (c) be held out as member or shareholder of such ULC, (d) receive, directly or indirectly, any dividends, property or other distributions from such ULC by reason of the Agent, any other Secured Party or other person holding a security interest in the Pledged ULC Stock or (e) act as a member or shareholder of such ULC, or exercise any rights of a member or shareholder of such ULC, including the right to attend a meeting of such ULC or vote the shares of such ULC.

Section 8.14 Intercreditor Agreement.

Notwithstanding anything herein to the contrary and for so long as the Intercreditor Agreement remains in effect, (i) the Liens and security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to this Agreement, (ii) the delivery of any Pledged Collateral constituting Revolving Loan Priority Collateral and (iii) the exercise of any right or remedy hereunder by the Agent are subject, in each case to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Guaranty and Security Agreement to be duly executed and delivered as of the date first above written.

PITTSBURGH GLASS WORKS, LLC,  
as a Grantor

By:   
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer and Secretary

PGW HOLDINGS, LLC,  
as a Grantor

By:   
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer

KPGW CANADIAN HOLDCO, LLC,  
as a Grantor

By:   
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer and Secretary

PITTSBURGH GLASS WORKS, ULC,  
as a Grantor

By:   
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer and Secretary

[Signature Page to Security Agreement]



PGW AUTO GLASS, LLC,  
as a Grantor

By:   
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer and Secretary

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[Signature Page to Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

NEWSTAR FINANCIAL, INC.,  
as Agent

By: Brian Forde  
Name: Brian Forde  
Title: Managing Director

[Signature Page to Guaranty and Security Agreement]

**TRADEMARK**  
**REEL: 005714 FRAME: 0881**

## **ANNEX 1**

### **FORM OF PLEDGE AMENDMENT**

This Pledge Amendment, dated as of \_\_\_\_\_, 20\_\_, is delivered pursuant to Section 8.6 of the Guaranty and Security Agreement, dated as of November 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by Pittsburgh Glass Works, LLC, as a Grantor, and the other parties from time to time party thereto as Grantors in favor of NewStar Financial, Inc., as Agent under the Credit Agreement (as defined thereunder). Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

The undersigned hereby agrees that this Pledge Amendment may be attached to the Guaranty and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Pledge Amendment shall be and become part of the Collateral referred to in the Guaranty and Security Agreement and shall secure all Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Sections 4.1, 4.2, 4.5 and 4.10 of the Guaranty and Security Agreement is true and correct and as of the date hereof as if made on and as of such date.

[GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
To be used for pledge of Additional Pledged Collateral by existing Grantor.

PLEDGED STOCK

<u>ISSUER</u>	<u>CLASS</u>	<u>CERTIFICATE NO(S).</u>	<u>PAR VALUE</u>	<u>NO. OF SHARES, UNITS OR INTERESTS</u>
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PLEDGED DEBT INSTRUMENTS

<u>ISSUER</u>	<u>DESCRIPTION OF DEBT</u>	<u>CERTIFICATE NO(S).</u>	<u>FINAL MATURITY</u>	<u>PRINCIPAL AMOUNT</u>
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ACKNOWLEDGED AND AGREED  
as of the date first above written:

NEWSTAR FINANCIAL, INC.,  
as Agent

By: \_\_\_\_\_  
Name:  
Its duly authorized signatory

## **ANNEX 2**

### **FORM OF JOINDER AGREEMENT**

This JOINDER AGREEMENT, dated as of \_\_\_\_\_, 20\_\_, is delivered pursuant to Section 8.6 of the Guaranty and Security Agreement, dated as of November 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), made by Pittsburgh Glass Works, LLC, as a Grantor, and the other parties from time to time party thereto as Grantors in favor of NewStar Financial, Inc., as Agent under the Credit Agreement (as defined thereunder). Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

By executing and delivering this Joinder Agreement, the undersigned, as provided in Section 8.6 of the Guaranty and Security Agreement, hereby becomes a party to the Guaranty and Security Agreement as a Grantor thereunder with the same force and effect as if originally named as a Grantor therein and, without limiting the generality of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the Collateral of the undersigned and expressly assumes all obligations and liabilities of a Grantor thereunder. The undersigned hereby agrees to be bound as a Grantor for the purposes of the Guaranty and Security Agreement.

The information set forth in Annex 1-A is hereby added to the information set forth in Schedules 1 through 6 to the Guaranty and Security Agreement. By acknowledging and agreeing to this Joinder Agreement, the undersigned hereby agree that this Joinder Agreement may be attached to the Guaranty and Security Agreement and that the Pledged Collateral listed on Annex 1-A to this Joinder Amendment shall be and become part of the Collateral referred to in the Guaranty and Security Agreement and shall secure all Secured Obligations of the undersigned.

The undersigned hereby represents and warrants that each of the representations and warranties contained in Article IV of the Guaranty and Security Agreement applicable to it is true and correct on and as the date hereof as if made on and as of such date.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR],  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

[ADDITIONAL GRANTOR],  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED  
as of the date first above written:

NEWSTAR FINANCIAL, INC.,  
as Agent

By: \_\_\_\_\_  
Name:  
Its duly authorized signatory

### ANNEX 3

#### FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT<sup>1</sup>

THIS [COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT, dated as of \_\_\_\_\_, 20\_\_, is made by each entity on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”), in favor of NewStar Financial, Inc. (“NewStar”), as Agent under the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the “Agent”).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Pittsburgh Glass Works, LLC (the “Borrower”), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and NewStar, as Agent thereunder, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, of even date with the Credit Agreement, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this [Copyright] [Patent] [Trademark] Security Agreement.

NOW, THEREFORE, in consideration of these premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in [Copyright] [Trademark] [Patent] Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of

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<sup>1</sup> Separate agreements should be executed relating to each Grantor’s respective Copyrights, Patents, and Trademarks.



its right, title and interest in, to and under the following Collateral of such Grantor in the following (the “[Copyright] [Patent] [Trademark] Collateral”):

(a) [all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

or

(a) [all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(a) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

or

(a) [all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any intent-to-use United States Trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(c) all renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Section 3. Guaranty and Security Agreement; Power of Attorney. The security interest granted pursuant to this [Copyright] [Patent] [Trademark] Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the [Copyright] [Patent] [Trademark] Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Except to the extent not prohibited in the Guaranty and Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing [Patent][Trademark][Copyright] Collateral. Grantor hereby irrevocably constitutes and appoints Bank of America and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in Bank of America's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the [Patent][Trademark][Copyright] Collateral any and all appropriate action which Grantor might take with respect to the [Patent][Trademark][Copyright] Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Guaranty and Security Agreement (subject to the terms and provisions thereof).

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their [Copyrights] [Patents] [Trademarks] and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This [Copyright] [Patent] [Trademark] Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This [Copyright] [Patent] [Trademark] Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this [Copyright] [Patent]  
[Trademark] Security Agreement to be executed and delivered by its duly authorized officer as  
of the date first set forth above.

[GRANTOR], as Grantor

By: \_\_\_\_\_

Name:

Title:

SCHEDULE I  
TO  
[COPYRIGHT] [PATENT] [TRADEMARK] SECURITY AGREEMENT

[Copyright] [Patent] [Trademark] Registrations

1. REGISTERED [COPYRIGHTS] [PATENTS] [TRADEMARKS]

[Include Registration Number and Date]

2. [COPYRIGHT] [PATENT] [TRADEMARK] APPLICATIONS

[Include Application Number and Date]

3. IP LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]

**SCHEDULE 1**

**Commercial Tort Claims**

<u>Grantor</u>	<u>Description of Claim</u>	<u>Date of Filing</u>
Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC v. Henniges Automotive GmbH & CO. KG., No. 13-cv-4788, United States District Court, Southern District of New York	July 10, 2013

**SCHEDULE 2****Filings****UCC-1 FILINGS**

<b>Debtor</b>	<b>Filing Office</b>
Pittsburgh Glass Works, LLC	Delaware
PGW Holdings, LLC	Delaware
PGW Auto Glass, LLC	Delaware
KPGW Canadian Holdco, LLC	Delaware
Pittsburgh Glass Works, ULC	Washington D.C.

**PPSA FILINGS**

<b>Entity</b>	<b>Filing Office</b>
PGW Auto Glass, LLC	Ontario

**USPTO FILINGS**

<b>Other Filings</b>	<b>Filing Office</b>
Patent Security Agreement	USPTO
Trademark Security Agreement	USPTO

**CIPO FILINGS**

<b>ENTITY</b>	<b>Filing Office</b>
Pittsburgh Glass Works, LLC	CIPO

### **SCHEDULE 3**

#### **Jurisdiction of Organization; Chief Executive Office**

<u>Grantor</u>	Jurisdiction of Organization/ <u>Formation</u>	<u>Chief Executive Office</u>
Pittsburgh Glass Works, LLC	Delaware	30 Isabella St., Suite 500 Pittsburgh, PA 15212
PGW Holdings, LLC	Delaware	c/o Kohlberg & Co., L.L.C. 111 Radio Circle Mt. Kisco, NY 10549
PGW Auto Glass, LLC	Delaware	30 Isabella St., Suite 500 Pittsburgh, PA 15212
KPGW Canadian Holdco, LLC	Delaware	30 Isabella St., Suite 500 Pittsburgh, PA 15212
Pittsburgh Glass Works, ULC	Nova Scotia	30 Isabella St., Suite 500 Pittsburgh, PA 15212

## **SCHEDULE 4**

### **Location of Equipment and Property**

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
250B Lyon Lane Birmingham, AL (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
539 (505) North Oates Street, Dothan, Alabama (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1541 E. Beltline Highway S., Mobile, Alabama (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
871A Plantation Way, Bays 3&4, Montgomery, Alabama (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1320 Henderson Drive, N. Little Rock, Arkansas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2120 East Raymond Street Phoenix, Arizona (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2165 North Forbes Boulevard, Suite 103, Tucson, Arizona (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
5678 Ferguson, Commerce, California (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2500 Bisso Lane, Concord, California (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
815 Professor Lane Sacramento, California (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC



<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
7328 Trade Street San Diego, California (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
3175 De La Cruz Blvd, Santa Clara, California (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
4284 Transport Street, Ventura, California (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1383-C Vapor Trail, Colorado Springs, Colorado (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
5055 Kalamath Street Denver, Colorado (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2892 North Avenue, Unit A, Grand Junction, Colorado (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
141 South Street, West Hartford, Connecticut (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
Tristate Park, 130 Hickman Road, Suite 19, Claymont, Delaware (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1919 NW 19th Street, Fort Lauderdale, Florida (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
7869 Bayberry Road, Jacksonville, Florida (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1374 NW 78 Avenue, Suite 1374 & 1376, Miami, Florida (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2251 LYNX Lane, Suites #14-18, Orlando, Florida (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
6310-B Old North Palafox, Pensacola, Florida (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
4501 Acline Street, Suite 150, Tampa, Florida (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1856 Doan Way Norcross, Georgia (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
575 Forest Parkway Suite B Atlanta, GA 30349 (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2222 Gamble Road, Savannah, Georgia (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
7305 Vine Street Court, Davenport, IA (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
10790 W. Executive Drive, Boise, Idaho (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2315 West Heritage Circle, Suite 1, Idaho Falls, Idaho (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
125 Thunderbird Lane, East Peoria, Illinois (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
430 Fullerton, Elmhurst, Illinois (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
4117-4119 North Clinton Street, Fort Wayne, Indiana (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1445 Brookville Way, Suite S, Indianapolis, Indiana (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
3326 Glimore Industrial Blvd, Louisville, Kentucky (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
11591 Merchant Court, Baton Rouge, Louisiana (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
205B Commission Blvd, Lafayette, Louisiana (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1000 L&A Road, Metairie, Louisiana (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
15 Perwal Street, Westwood, Massachusetts (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
510 County Road (or 2 Karen Drive), Westbrook, Maine (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
5633 Lamone Drive, Lansing, Michigan (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
35546 Industrial Drive Livonia, Michigan (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1661 S. Champagne Drive, Saginaw, Michigan (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2400 Turner Avenue, NW, Suite "C", Walker, Michigan (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2015 East 10 Mile Road, Warren, Michigan (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
316 West 86th Street, Bloomington, Minnesota (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
1202 Maple Grove Road, Duluth, Minnesota (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
116 South Concord Exchange, South St. Paul, Minnesota (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
3101 Riverport Tech Center Drive St. Louis, Missouri (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2106 Highway 80 East, Pearl, Mississippi (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1650 Rodgers Street, #4, Missoula, Montana (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
6987 South 109th Street, La Vista, Nebraska (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
15-17 Tinker Ave., Londonderry, New Hampshire (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
99 Murray Hill Parkway, East Rutherford, New Jersey (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
75 C/D Twinbridge Drive, Pennsauken, New Jersey (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2621 Comanche, NE, Albuquerque, New Mexico (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
813 West Arrington, Farmington, New Mexico (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2540 Walden Avenue, Cheektowaga, New York (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
22 Commerce Drive, Hauppauge, New York (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
100 Midland Avenue, Port Chester, NY (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
75 Bernmar Park, Suites 1 and 2, Rochester, New York (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
200 Factory Ave., Syracuse, New York (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
3800 G Woodpark Blvd, Charlotte, North Carolina (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
309 Chanapoke Road, Raleigh, North Carolina (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
11783-11791 Enterprise Avenue, Cincinnati, Ohio (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1245 Alum Creek Drive, Columbus, Ohio (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
3425 Gilchrist Road, Mogadore, Ohio (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
3705 South 73rd East Avenue, Tulsa, Oklahoma (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2062 Lars Way, Medford, Oregon (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1039 Columbus Street, Lemoyne, Pennsylvania (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
3010 Sassafra Way, Strip Commerce Center, Pittsburgh, Pennsylvania (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
71 Ash Circle, Warminster, Pennsylvania (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1901 62 <sup>nd</sup> Street.Baltimore, MD (Leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
200 Commerce Drive, NE, Columbia, South Carolina (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1410 Meadors Farm Road, Florence, South Carolina (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
410 Airport Road, Greenville, South Carolina (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
7399 Cross County Rd, North Charleston, South Carolina (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
1722 Louisville Drive, Knoxville, Tennessee (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1525 Three Place, Memphis, Tennessee (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
566 Mainstream Drive, Suite 200, Nashville, Tennessee (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
9516 Neils Thompson Drive, Suites 100, 102, 104, and 106, Austin, Texas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1106 E. Overland Street, El Paso, Texas (Owned)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1310 Colony Court, Fort Worth, Texas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
701 North Jackson Rd. McAllen, TX (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
4555 Airline Drive, Suite 170, Houston, Texas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
Union Bower Business Park, 300 Union Bower Court, Suite 320, Irving, Texas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
14000 B Highway 80, Odessa, Texas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
4911 Center Park Blvd, San Antonio, Texas (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
2839 West California Avenue (1365 Gladiola Street), Suite 5, Salt Lake City, Utah (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
5204-5210 Eisenhower Avenue, Alexandria, Virginia (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
540 Woodlake Drive, Chesapeake, Virginia (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
2600 Magnolia Street, Richmond, Virginia (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
3402 West Valley Highway North, Bldg. C, Auburn, Washington (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
1247 West Canal Street Milwaukee Wisconsin (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
5209 Femrite Drive, Madison, Wisconsin (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
108 Craddock Way, Poca, West Virginia (leased)	PGW Auto Glass, LLC	PGW Auto Glass, LLC
424 E. Inglefield Road, Evansville, Indiana (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
2290 Menalaus Road, Berea, Kentucky (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
6251 S. Lauman Road, Evart, Michigan (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC



<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
850 Southern Avenue, Chillicothe, Ohio (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
5066 Lincoln Highway, Crestline, Ohio (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Route 28 at Ferry Street, Creighton, Pennsylvania (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Kebert Industrial Park, Meadville, Pennsylvania (owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
831 Lone Star Drive, O'Fallon, Missouri (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
69000 Highway 77, Talladega, Alabama (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
479 South Street, Galion, OH 44833 (warehouse to support Crestline facility) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
2524 S. Crabtree Drive, Princeton, IN 47670 warehouse to support Evansville facility) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Schooley Station Industrial Park 1748 Lancaster Road #246 Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
Schooley Station Industrial Park 1748 Lancaster Road #239 Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Schooley Station Industrial Park 1748 Lancaster Road #254 Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Schooley Station Industrial Park 1748 Lancaster Road #211B Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Schooley Station Industrial Park 1748 Lancaster Road #211A Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Schooley Station Industrial Park 1748 Lancaster Road #240 Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
Schooley Station Industrial Park 1748 Lancaster Road #255 Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
Schooley Station Industrial Park 1748 Lancaster Road #208 Chillicothe, Ohio 45601 (warehouse) (leased)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
222 Church Street South, Alliston, ON L9J 1K5 (leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
Bay 1, 4069 112th Ave SE Calgary, AB T2C 0J4 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
102-84 N Bend St. Coquitlam, BC V3K 6H1 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
4419 82nd Ave NW Edmonton, AB T6B 2L9 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
2301 McCullough Rd, Unit B Nanaimo, BC V9S 4M9 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
1129 Pettigrew Ave E Regina, SK S4N 5W1 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
20-3350 Idlwyld Dr N Saskatoon, SK S7L 5Y7 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
1515 Sandy Beach Road Pickering, ON L1W 1Z5 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
16-1832 King Edward St Winnipeg, MB R2R 0N1 (Leased)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC
13927 NE Airport Way Portland, OR (leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
400 Guys Run Road Harmarville, PA 15024 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
921 Barton Street Stoney Creek, ON L8E 5P5 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
3255 W. Hamlin Road Rochester Hills, MI48309 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
116 Liberty Road NE Roanoke, VA 24012-1726 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
115 W. La Cadena Drive #100 Riverside, CA92501 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
2447 Industrial Parkway West Hayward, CA 94545 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
840 11th Avenue NE West Fargo, ND 58078 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
5875 New King Court Troy, MI 48098 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
5802 Bob Bullock Loop Suite C3 Laredo, TX 78041 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
30 Isabella Street Pittsburgh, PA 15212 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
1540 Atlantic Street North Kansas City, MO 64116 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
317 West Victoria Street Gardena, CA 90248 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
5500 West Reno Avenue Suite 200 Oklahoma City, OK 73127 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
300 PGW Drive Elkin, NC 28621 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
6351 Bayshore Road North Fort Myers, FL 33917 (Leased)	PGW Auto Glass LLC	PGW Auto Glass LLC
Ul. Szklana1, Komorniki, 55- 300 Sroda Slaska, Poland (Owned)	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
1234 Princess Avenue, Brandon MB R7A 0R3 (Owned)	Pittsburgh Glass Works, ULC	Pittsburgh Glass Works, ULC

<u>Address of Property</u>	<u>Owner of Equipment</u>	<u>Owner of Inventory</u>
525 Cotton Street, Shreveport, Louisiana	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
801 S. Grant Street, Amarillo, Texas	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC
611 23 <sup>rd</sup> Street, Lubbock, Texas	Pittsburgh Glass Works, LLC	Pittsburgh Glass Works, LLC

**SCHEDULE 5****Pledged Collateral**

<u>Grantor</u>	<u>Issuer and Type of Organization</u>	<u># of Shares/Equity Interests Owned</u>	<u>Total Shares/Equity Interests Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No. (if any)</u>
PGW Holdings, LLC	Pittsburgh Glass Works, LLC	Wholly owned and uncertificated	N/A	100%	N/A
Pittsburgh Glass Works, LLC	KPGW Canadian Holdco, LLC	Wholly owned and uncertificated	N/A	100%	N/A
Pittsburgh Glass Works, LLC	PGW Auto Glass, LLC	Wholly owned and uncertificated	N/A	100%	N/A
Pittsburgh Glass Works, LLC	KPGW European Holdco, LLC	Wholly owned and uncertificated	N/A	66%	N/A
Pittsburgh Glass Works, LLC	Cristal Laminado o Templado, S.A. de C.V.	50% JV / uncertificated	N/A	0%	N/A
KPGW Canadian Holdco, LLC	Pittsburgh Glass Works, ULC	10	10	100%	2-R

**Pledged Debt**

None.

## SCHEDULE 6

### Intellectual Property

(a) **Copyrights:**


None.

(b) **Trademarks:**


Domestic Trademarks



Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date
LIGHTMASTER	U.S. Federal	Registered	(INT. CL. 2) Window application, namely, light transmission glazing for automotive glass	PITTSBURGH GLASS WORKS, LLC	85281992	3/31/2011
SOUNDMASTER	U.S. Federal	REGISTERED	(INT. CL. 12) VEHICLE PARTS, NAMELY, WINDSHIELDS, VEHICLE WINDOWS AND SUNROOFS SOLD FOR USE AS ORIGINAL EQUIPMENT ON AUTOMOBILES	PITTSBURGH GLASS WORKS, LLC	85928927	5/10/2013
AQUAPEL	U.S. Federal	REGISTERED	(INT. CL. 1) CHEMICAL SOLUTION, NAMELY, ANTI-FOGGING SOLUTION FOR USE ON GLASS (INT. CL. 2) WATER-REPELLANT SURFACE GLASS COATING (INT. CL. 3) AUTOMOTIVE APPEARANCE AND MAINTENANCE PRODUCTS, NAMELY, WINDSHIELD WASHER FLUID AND GLASS CLEANER; TREATMENT PREPARATIONS FOR USE ON VEHICLE WINDOWS AND VEHICLE WHEELS	PITTSBURGH GLASS WORKS, LLC	77499426	6/16/2008
	U.S. Federal	REGISTERED	(INT. CL. 12) GLASS AND LAMINATE WINDSHIELD AND WINDOWS FOR VEHICLES EXCLUDING AIRCRAFT	PITTSBURGH GLASS WORKS, LLC	77491679	6/5/2008
	U.S. Federal	REGISTERED	(INT. CL. 12) GLASS AND LAMINATE WINDSHIELD AND WINDOWS FOR VEHICLES EXCLUDING AIRCRAFT	PITTSBURGH GLASS WORKS, LLC	77484858	5/28/2008
MORE THAN GLASS	U.S. Federal	REGISTERED	(INT. CL. 12) AUTOMOTIVE REPLACEMENT GLASS, NAMELY, WINDOWS, WINDSHIELDS, SUNROOFS AND VEHICLE TRANSPARENCIES	PITTSBURGH GLASS WORKS, LLC	78446767	7/7/2004
PROSTARS	U.S. Federal	REGISTERED	REPAIR AND RESTORATION IN THE FIELD OF AUTOMOBILES	PITTSBURGH GLASS WORKS, LLC	75559875	9/28/1998
	U.S. Federal	REGISTERED	(INT. CL. 12) GLASS WINDOWS FOR VEHICLES SOLD AS THE FINISHED GOODS	PITTSBURGH GLASS WORKS, LLC	75445555	3/5/1998
SAFE AND SOUND	U.S. Federal	REGISTERED	(INT. CL. 12) GLASS WINDOWS FOR VEHICLES (FINISHED GOODS)	PITTSBURGH GLASS WORKS, LLC	75428946	2/4/1998
	U.S. Federal	REGISTERED	(INT. CL. 1) HYDROPHOBIC TREATMENT SYSTEM, NAMELY, A KIT COMPRISING FLUOROPOLYMER SOLUTION, AND OPTIONALLY ACCESSORIES FOR APPLICATION OF THE SOLUTION, FOR USE TO PROVIDE A HYDROPHOBIC SURFACE TREATMENT, AND A PRINTED INSTRUCTION MANUAL SOLD TOGETHER WITH THE KIT	PITTSBURGH GLASS WORKS, LLC	75132918	7/11/1996








Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date
	U.S. Federal	REGISTERED	(INT. CL. 1) CHEMICAL TREATMENT SYSTEM FOR PRODUCING A WATER REPELLENT SURFACE ON GLASS, WINDOWS, DOORS, WINDSHIELDS AND OTHER TRANSPARENCIES, NAMELY, A KIT COMPRISING A FLUOROPOLYMER SOLUTION, APPLICATION PADS, AND PRINTED INSTRUCTIONS FOR USE, ALLSOLD AS A UNIT	PITTSBURGH GLASS WORKS, LLC	75044318	1/16/1996
AQUAPEL	U.S. Federal	REGISTERED	(INT. CL. 1) CHEMICAL TREATMENT SYSTEM FOR PRODUCING A WATER REPELLENT SURFACE ON GLASS, WINDOWS, DOORS, WINDSHIELDS, AND OTHER TRANSPARENCIES, NAMELY A KIT PACKAGE CONSISTING PRIMARILY OF FLUOROPOLYMER SOLUTION, AND ALSO CONTAINING CLEANING SOLUTIONAND INSTRUCTIONS FOR USE, ALL SOLD AS A UNIT	PITTSBURGH GLASS WORKS, LLC	74644111	3/9/1995
AQUAPEL	U.S. Federal	REGISTERED	(INT. CL. 19) FLUOROPOLYMER TREATED GLASS FOR USE IN WINDOWS, DOORS, WINDSHIELDS AND OTHER GLAZING APPLICATIONS	PITTSBURGH GLASS WORKS, LLC	74397621	6/4/1993
<b>SUNSHADE</b>	U.S. Federal	REGISTERED	(U.S. CL. 19) TINTED GLASS WINDSHIELDS, REAR WINDOWS, AND SIDE GLASS FOR VEHICLES	PITTSBURGH GLASS WORKS, LLC	72025788	3/8/1957

### Foreign Trademarks

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
AQUAPEL	Benelux	REGISTERED	Cl 1 chemical solutions as far as not included in other classes for cover, treating and for water repellent making of surfaces. Cl 19 with water repellent blanket substance treated glass use in building. Cl 21 with water repellent blanket substance treated unprocessed and semi worked glass.	PITTSBURGH GLASS WORKS, LLC	865778	2/21/1996	R 588367
	Benelux	REGISTERED	Cl 1 chemical solutions as far as not included in other classes for cover, treating and for water repellent making of surfaces. Cl 19 with water repellent blanket substance treated glass use in building. Cl 21 with water repellent blanket substance treated unprocessed and semi worked glass.	PITTSBURGH GLASS WORKS, LLC	865777	2/21/1996	R 588366
PERFORMANCE POWER	Canada	REGISTERED	(1) Data collection, storage, analysis and reporting services in the field of vehicle collision repair shop performance; education and training in the field of vehicle collision repair services; data automation and collection service using proprietary software to evaluate, analyze and collect data generated by others in the field of vehicle collision repair shop performance tracking; providing online software for management of information in the field of vehicle collision repair.	PITTSBURGH GLASS WORKS, LLC	1267989	8/10/2005	TMA715449




Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
SOUNDMASTER	Canada	REGISTERED	(1) Vehicle parts, namely, windshields, vehicle windows and sunroofs. (2) Vehicle parts, namely, windshields, vehicle windows and sunroofs sold for use as original equipment on automobiles.	PITTSBURGH GLASS WORKS, LLC	1237698	11/15/2004	TMA710415
SAFE AND SOUND	Canada	REGISTERED	(1) Glass windows for vehicles.	PITTSBURGH GLASS WORKS, LLC	1209018	3/9/2004	TMA640697
	Canada	REGISTERED	(1) Windshield repair services.	PITTSBURGH GLASS WORKS, LLC	1153065	9/18/2002	TMA622557
	Canada	REGISTERED	(1) Chemical treatment system for producing a water repellent surface on glass, windows, doors, windshields, and other transparencies, namely, a kit comprising a fluoropolymer solution, application pads, and printed instructions for use, all sold as a unit. (2) Chemical treatment system for treating any type of surface for the purpose of making it water repellent or easier to clean.	PITTSBURGH GLASS WORKS, LLC	804137	2/13/1996	TMA489677
AQUAPEL	Canada	REGISTERED	(1) Chemical treatment system for producing a water repellent surface on glass, windows, doors, windshields, and other transparencies, namely, a kit package consisting primarily of fluoropolymer solution, and also containing cleaning solution and instructions for use, all sold as a unit. (2) Chemical treatment system for treating any type of surface for the purpose of making it water repellent or easier to clean, namely a kit package consisting primarily of fluoropolymer solution, and also containing cleaning solution and instruction for use, all sold as a unit. (3) Water-repellant surface coating compositions for glass and anti-fogging treatment preparations for glass; automotive appearance and maintenance products, namely, windshield washer fluid and glass cleaner; treatment preparations for use on vehicle windows and vehicle wheels, namely, cleaning solutions, water-repellant surface coatings and anti-fogging treatment preparations.	PITTSBURGH GLASS WORKS, LLC	804135	2/13/1996	TMA503406
DUPLATE	Canada	REGISTERED	(1) Glass.	PITTSBURGH GLASS WORKS, LLC	230909	6/16/1955	TMA109753
DCL	Canada	REGISTERED	(1) Safety glass.	PITTSBURGH GLASS WORKS, LLC	180016	8/25/1941	UCA16320

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
SAFE AND SOUND	European Community	REGISTERED	12 Vehicles for locomotion by land, air, water or rail; parts of the aforesaid vehicles, insofar as included in this class, including windows for vehicles.	PITTSBURGH GLASS WORKS, LLC	003709466	3/12/2004	003709466
OMBRELLO	European Community	REGISTERED	01 Water-repellent chemical compositions for glass. 02 Water-repellent coatings for glass.	PITTSBURGH GLASS WORKS, LLC	000850156	6/16/1998	000850156
AQUAPEL	European Community	REGISTERED	01 A chemical treatment consisting primarily of a flourpolymer solution for producing a water repellant surface on glass, glass windows, glass doors, glass windshields and other glass transparencies but not including mold release chemicals or agents 19 Glass treated with a water repellant coating for use in building and construction but excluding uncoated glass for separating walls of bathrooms or for shower and bath cubicles. 21 Unworked and semi-worked glass treated with a water repellent coating.	PITTSBURGH GLASS WORKS, LLC	000297085	6/10/1996	000297085
	European Community	REGISTERED	01 Chemical solutions for coating and treating surfaces and for making surfaces water repellant. 19 Glass treated with a water repellant coating for use in building and construction. 21 Unworked and semi-worked glass treated with a water repellent coating.	PITTSBURGH GLASS WORKS, LLC	00297648	6/10/1996	00297648
AQUAPEL	France	REGISTERED	01 Chemical solutions for coating and surface coating and for manufacture of surfaces impermeable to water. 19 Glass treated with coating impermeable to water used in building and construction.	PITTSBURGH GLASS WORKS, LLC	96 613454	2/29/1996	96 613454
	France	REGISTERED	01 Chemical solutions for coating and surface coating and for manufacture of surfaces impermeable to water. 19 Glass treated with coating impermeable to water used in building and construction.	PITTSBURGH GLASS WORKS, LLC	96 612443	2/23/1996	96 612443
DUPLATE	France	REGISTERED	Safety glass, safety glass, plate glass, plate glass, window glass for building and windscreen.	PITTSBURGH GLASS WORKS, LLC	INPI 913425	3/15/1988	N 1454475
	Germany	REGISTERED	12: Vehicle glass, as included in Class 12	PITTSBURGH GLASS WORKS, LLC	39818424	4/1/1998	39818424

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
	Germany	REGISTERED	01: Industrial chemicals, in particular chemical material and solutions for coating and Treatment of surfaces and for obtainment of water repellent condition of surfaces; 19: Building glass, in particular with water repellent surface coating treated glass for constructions and buildings	PITTSBURGH GLASS WORKS, LLC	39609383	2/29/1996	39609383
AQUAPEL	Germany	REGISTERED	01: Industrial chemicals, in particular chemical material and solutions for coating and Treatment of surfaces and for obtainment of water repellent condition of surfaces; 19: Building glass, in particular with water repellent surface coating treated glass for constructions and buildings	PITTSBURGH GLASS WORKS, LLC	39609384	2/29/1996	39609384
DUPLATE	Germany	REGISTERED	21 Safety glass, plate glass, glass for car windscreens	PITTSBURGH GLASS WORKS, LLC	P 17396/29Wz	5/14/1968	856700
SOUNDMASTER	International Register	REGISTERED	(English) 12 Vehicle parts, namely windshields, vehicle windows and sunroofs.	PITTSBURGH GLASS WORKS, LLC	838859	11/19/2004	838859
SAFE AND SOUND	International Register	REGISTERED	(English) 12 Glass windows for vehicles (finished goods).	PITTSBURGH GLASS WORKS, LLC	821573	03/08/2004	821573
SAFE AND SOUND	Japan	REGISTERED	12A05 (Motor vehicles and parts)	PITTSBURGH GLASS WORKS, LLC	H11-089555	10/1/1999	4408673
	Japan	REGISTERED	01A01 (Chemicals)	PITTSBURGH GLASS WORKS, LLC	H08-014085	2/14/1996	4082921
DUPLATE	Japan	ABANDONED	12A05 (Motor vehicles and parts)	PITTSBURGH GLASS WORKS, LLC	S56-069350	8/17/1981	1695692

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
ombrello	Turkey	ABANDONED	<p>01 Chemical products for industrial purposes: Textile and tanning chemical products (except dyes), unprocessed synthetic substances, unprocessed plastics, unprocessed artificial resins, oil removers, mould differentiation articles, pure water, industrial gases, food preservatives and fresh comestibles, cooling substances, fluid india rubber (rubber), salts used in industry, waterproof chemical arranging, vehicle windscreen window and transparent waterproof chemical arranging namely glass and other transparent chemical sharpen and vehicle glass view expansion of juice atomizer and calves', land and cable rental cleaning make easy and especially other rain dazzling lights frustration and long pack preservatives chemical ~bileşimdir~. Chemical products for scientific purposes: Scientific purpose diagnoses material/tools, experiment paper, scientific purpose radioactive substances, reactive ... Photographic chemical products: Light sensitive paper, folios and film; non exposed films and photographic film, non exposed x-ray films, film processing chemicals ... Agriculture, horticulture and forestry chemical products: Fertilizers, seaweed (fertilizers), humus, culture soil, chemical ground conditioning (refinement) articles, plant evolution regulators; grafting putty and putties to fill in hollow trees as special putties, fertilizer peat, plants mould and fungi preventive substances ... Fire extinguishing substances, Cement and concrete additives, fluid insulating substances ... Filling joints and tile/marble gluing articles, Building and non-adhesive stationery ... Chemical fuel, additives and disposals (including motor fuel), brake liquids, antifreeze, engine protective synthetic substances, cooling substances for vehicle motors and their boiling preventive chemicals ... Chemical filtering materials; lime and moss preventives, lime and moss removers; chemical chimney cleaners ... Drilling muds for drilling machines</p> <p>02 Paints, lacquers, lacquers, rust preventives, wood protective substances, paint binding and thinner substances (binder, solvents, turpentine v.b.), paint pigments, metal protective substances, shoe paint; printing paints and ink, toner; nourishment substances, pharmacy products and especially materials for colouring beverages. Raw natural resins. Paints, decorators, printers and</p>	PITTSBURGH GLASS WORKS, LLC	43888	4/26/2002	2002 09721

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
AQUAPEL	United Kingdom	REGISTERED	Class 1. Chemical solutions for making surfaces water repellent. Class 19. Glass treated with a water repellent coating for use in building and construction.	PITTSBURGH GLASS WORKS, LLC	2056424	2/12/1996	2056424
	United Kingdom	REGISTERED	Class 1. Chemical solutions for coating and treating surfaces and for making surfaces water repellent. Class 19. Glass treated with a water repellent coating for use in building and construction.	PITTSBURGH GLASS WORKS, LLC	2056425	2/12/1996	2056425
AQUAPEL	China	REGISTERED	Class 1: Chemical treatment used to make surfaces water repellent	PITTSBURGH GLASS WORKS, LLC	950150120	11/29/1995	1452137
DUPLATE	China	REGISTERED	Class 12:	PITTSBURGH GLASS WORKS, LLC	950150128	11/29/1995	1060565
SUNSHADE	China	REGISTERED	Class 19: Glass for vehicles and aircraft, namely, windshields (windscreen), roof panels, rear and side windows	PITTSBURGH GLASS WORKS, LLC	950150133	11/29/1995	1060557
SOUNDMASTER	European Community	REGISTERED	Class 12: Vehicle parts, namely, windshields, vehicle windows and sunroofs sold for use as original equipment on automobiles	PITTSBURGH GLASS WORKS, LLC	838859	11/19/2004	838859
PGW	Indonesia	PENDING	Class 12: Glass and laminate windshield and windows for vehicles excluding aircraft	PITTSBURGH GLASS WORKS, LLC	D00.2015.031198	07/23/2015	
AQUAPEL	Italy	REGISTERED	Class 1: A chemical treatment consisting primarily of a fluoropolymer solution for producing a water repellent surface on glass, glass windows, glass doors, glass windshields and other glass transparencies but not including mold release chemicals or agents Class 19: Glass treated with a water repellent coating for use in building and construction but excluding uncoated glass for separating walls of bathrooms or for shower and bath cubicles	PITTSBURGH GLASS WORKS, LLC	Rm96c/001185	03/08/1996	756012

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
	Italy	REGISTERED	Class 1: A chemical treatment consisting primarily of a fluoropolymer solution for producing a water repellent surface on glass, glass windows, glass doors, glass windshields and other glass transparencies but not including mold release chemicals or agents Class 19: Glass treated with a water repellent coating for use in building and construction but excluding uncoated glass for separating walls of bathrooms or for shower and bath cubicles	PITTSBURGH GLASS WORKS, LLC	RM96C/001186	03/08/1996	756013
SOUNDMASTER	Japan	REGISTERED	Class 12: Vehicle parts, namely, windshields, vehicle windows and sunroofs sold for use as original equipment on automobiles	PITTSBURGH GLASS WORKS, LLC	838859	11/19/2004	838859
SAFE AND SOUND	Korea	REGISTERED	Class 12: glass windows for vehicles (finished goods)	PITTSBURGH GLASS WORKS, LLC	821573	03/08/2004	821573
AQUAPEL	Mexico	REGISTERED	Class 1: Chemical treatment system for producing a water repellent surface on glass, windows, doors, windshields and of fluoropolymer solution, and also containing cleaning solution and instructions for use, all sold as a unit, excluding artificial resins not in raw state and raw plastic materials.	PITTSBURGH GLASS WORKS, LLC	255897	02/29/1996	590633
	Mexico	REGISTERED	Class 1: A chemical treatment consisting primarily of a fluoropolymer solution for producing a water repellent surface on glass, glass windows, glass doors, glass windshields and other glass transparencies but not including mold release chemicals or agents	PITTSBURGH GLASS WORKS, LLC	255896	02/29/1996	522988
SAFE AND SOUND	Mexico	REGISTERED	Class 12: glass windows for vehicles (finished goods)	PITTSBURGH GLASS WORKS, LLC	322262	02/11/1998	572406
	Mexico	REGISTERED	Class 12: Glass windows for vehicles sold as the finished goods	PITTSBURGH GLASS WORKS, LLC	325566	03/11/1998	578309
SUNSHADE	Mexico	REGISTERED	Class 19: Windshields, particularly tinted glass windshields, and glass for vehicle rear and side windows	PITTSBURGH GLASS WORKS, LLC	91205	02/27/1957	91205
SAFE AND SOUND	Norway	REGISTERED	Class 12: glass windows for vehicles (finished goods)	PITTSBURGH GLASS WORKS, LLC	821573	03/08/2004	821573

Trademark	Country	Status	Goods/Services	Current/Last Owner	Appl. No.	Appl. Date	Reg. No.
SAFE AND SOUND	Switzerland	REGISTERED	Class12: glass windows for vehicles (finished goods)	PITTSBURGH GLASS WORKS, LLC	821573	03/08/2004	821573

**(c) Patents:**

**Domestic Patents**

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent No.	Issued
Flexible surface mold and method of use	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 1/3/2019	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/652,143	8/29/2003	7,237,408	7/3/2007
Windshield moisture detector	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 10/17/2018	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/963,172	10/11/2004	7,204,130	4/17/2007
Interlayer composite for a laminated transparency	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 10/17/2018	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	11/247,501	10/11/2005	7,205,504	4/17/2007
Heatable windshield	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 11/29/2018	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	11/063,315	2/22/2005	7,223,940	5/29/2007
Eliminating hot spots at end portions of bus bars of a heatable transparency having an electrically conductive member	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 3/14/2016	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/201,864	7/24/2002	6,791,066	9/14/2004
Edge sealing of a laminated transparency	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 4/11/2017	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/931,755	9/1/2004	6,953,911	10/11/2005



Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent No.	Issued
Moisture detection system and method of use thereof	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 4/12/2016	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/308,670	12/3/2002	6,802,205	10/12/2004
Method and apparatus for applying edge members to a window	U.S.	Issued; 4th and 8th and 12 <sup>th</sup> year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/219,847	8/15/2002	6,675,541	1/13/2004
Method of soldering and solder compositions	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 7/9/2018	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/652,405	8/29/2003	7,159,756	1/9/2007
Heatable wiper rest area for a transparency	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 8/7/2017	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/662,733	9/15/2003	6,995,339	2/7/2006
Mounting assembly for vehicle panels	U.S.	Issued; 4th and 8th year fees paid; 12th year fee due 9/8/2016	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/190,971	7/8/2002	6,862,851	3/8/2005
Window antenna	U.S.	Issued; 4th year fee due 12/18/2016	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	12/910,343	10/22/2010	8,466,842	6/18/2013
Wideband antenna	U.S.	Issued; 4th year fee due 5/5/2017	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	12/910,357	10/22/2010	8,576,130	11/5/2013

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent No.	Issued
Multi-layer windshield moisture detector	U.S.	Issued; 12th year fee due 3/4/2019	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	11/503,615	8/14/2006	7,263,875	9/4/2007
Solder compositions; method of soldering, and a laminated transparency having bus bars	U.S.	Issued; 4th year fee paid; 8th year fee due 5/17/2017	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	11/638,961	12/14/2006	7,617,964	11/17/2009
Temperature compensated windshield moisture detector	U.S.	Issued; 12 <sup>th</sup> year fee due 5/20/2019	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	11/516,769	9/6/2006	7,296,461	11/20/2007
Method of and apparatus for strengthening edges of one or more glass sheets	U.S.	Issued; 4th year fee paid; 8th year fee due 6/2/2016	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	10/767,915	1/29/2004	7,459,199	12/2/2008
Methods for applying sound dampening and/or aesthetic coatings and articles made thereby	U.S.	Issued; 4th year fee paid; 8th year fee due 8/9/2017	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	11/427,123	6/28/2006	7,658,967	2/9/2010
Laminated transparency	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	09/512,852	2/25/2000	6,582,799	6/24/2003
Composite transparency	U.S.	EXPIRED	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/270,337	7/5/1994	5,792,559	8/11/1998

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent No.	Issued
Antenna connector arrangement	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/573,626	12/18/1995	6,043,782	3/28/2000
Flexible press and method of use	U.S.	EXPIRED	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/763,585	12/10/1996	5,695,538	12/9/1997
Glass antenna system with an impedance matching network	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/769,359	12/19/1996	5,999,134	12/7/1999
Arrangement for heating the wiper rest area of a vehicle windshield	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/769,913	12/19/1996	5,886,321	3/23/1999
Sound absorbing article and method of making same	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/783,596	1/13/1997	5,796,055	8/18/1998
Frictional support pad and utility belt	U.S.	EXPIRED	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/785,639	1/17/1997	5,791,538	8/11/1998
Apparatus and method for bending glass sheets	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/876,872	6/16/1997	6,076,373	6/20/2000

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent No.	Issued
On the glass antenna system	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	08/928,786	9/12/1997	5,959,587	9/28/1999
Sound absorbing article and method of making same	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	09/084,143	5/26/1998	6,119,807	9/19/2000
On-glass antenna	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	09/094,805	6/15/1998	6,384,790	5/7/2002
Use of electrically conductive ceramic paints in antenna systems	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	09/130,564	8/7/1998	5,999,136	12/7/1999
Window assembly and mount for a window assembly	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	09/209,111	12/10/1998	6,131,339	10/17/2000
Vehicle antenna	U.S.	Issued; 4th, 8th and 12th year fees paid	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	09/780,888	2/9/2001	6,448,935	9/10/2002
SWITCHABLE AUTOMOTIVE GLAZING	U.S.	Issued; 4th year fee due 9/30/2018	Pittsburgh Glass Works, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	13/465,567	05/07/2012	8995039	03/31/2015
Multi-stage glass pressing systems and methods	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/455,294	8/8/2014	-	-

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent No.	Issued
Heatable window with a high-pass frequency selective surface	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/177,790	2/11/2014	-	-
Hidden window antenna	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/171,114	2/3/2014	-	-
Window antenna connector with impedance matching	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/171,204	2/3/2014	-	-
Window Antenna loaded with coupled lines	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/171,070	2/3/2014	-	-
High Luminance Coated Glass	U.S.	Issued; 8 <sup>th</sup> year fee due 11/24/2018	PPG Industries Ohio, Inc.	10/965,390	10/14/2004	7,947,373	5/24/2011
Two-Stage Gravity Press	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/700,649	4/30/2015		
Multi-Element Window Antenna	U.S.	Pending	Pittsburgh Glass Work, LLC 30 Isabella St., Suite 500 Pittsburgh, Pennsylvania 15212	14/821,713	8/8/2015		

## Foreign Patents

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent/Publication No.	Issued
Apparatus and method for bending glass sheets	EP	Opposed	PPG Industries Ohio, Inc.	98110666.9	6/10/1998	885851	12/13/2006
Apparatus and method for bending glass sheets	FR	Granted next renewal due 6/10/16	PPG Industries Ohio, Inc.	98110666.9	6/10/1998	885851	12/13/2006
Apparatus and method for bending glass sheets	GB	Granted next renewal due 6/10/16	PPG Industries Ohio, Inc.	98110666.9	6/10/1998	885851	12/13/2006

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent/Publication No.	Issued
Apparatus and method for bending glass sheets	IT	Granted next renewal due 6/10/16	PPG Industries Ohio, Inc.	98110666.9	6/10/1998	885851	12/13/2006
Apparatus and method for bending glass sheets	MX	Granted next Annuity due 6/11/16	PPG Industries Ohio, Inc.	984698	6/11/1998	203647	8/8/2001
Apparatus and method for bending glass sheets	VE	Pending		1273-98	6/12/1998		
Arrangement for heating the wiper rest area of a vehicle windshield	CA	Granted; next fee due 12/3/16	PPG Industries, Ohio, Inc.	2,221,044	12/3/1997	2,221,044	Last MF paid 2014-12-01; Next MF due 2015-12-03
Arrangement for heating the wiper rest area of a vehicle windshield	DE	Granted; next fee due 12/18/16	PITTSBURGH GLASS WORKS LLC	69734760.5	12/18/1997	0849977	11/30/2005
Arrangement for heating the wiper rest area of a vehicle windshield	EP	Granted	PITTSBURGH GLASS WORKS LLC	97122353.2	12/18/1997	0849977	11/30/2005
Arrangement for heating the wiper rest area of a vehicle windshield	FR	Granted; next fee due 12/18/16	PITTSBURGH GLASS WORKS LLC	97122353.2	12/18/1997	0849977	11/30/2005
Arrangement for heating the wiper rest area of a vehicle windshield	GB	Granted; next fee due 12/18/16	PITTSBURGH GLASS WORKS LLC	97122353.2	12/18/1997	0849977	11/30/2005
Arrangement for heating the wiper rest area of a vehicle windshield	IT	Granted; next fee due 12/18/16	PITTSBURGH GLASS WORKS LLC	97122353.2	12/18/1997	0849977	11/30/2005
Edge sealing of a laminated transparency	CA	Issued; next fee due 7/16/16	PPG Industries Ohio, Inc.	2493166	4/7/2009	2493166	Filed: 2003-07-16; Last MF paid 2015-07-13; Next MF due 2016-07-18
Eliminating hot spots at end portions of bus bars of a heatable transparency having an electrically conductive member	CA	Granted; next fee due 7/16/16	PPG Industries, Ohio, Inc.	2491707	7/16/2003	2491707	Last MF paid 2015-07-13; Next MF due 2016-07-18

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent/Publication No.	Issued
Eliminating hot spots at end portions of bus bars of a heatable transparency having an electrically conductive member	CN	Granted, next fee due 7/16/16		3817604.1	7/16/2003	ZL03817604.1	12/2/2009
Eliminating hot spots at end portions of bus bars of a heatable transparency having an electrically conductive member	JP	Granted; next fee due 5/14/2016		2004/523439	1/21/2005	4511928	5/14/2010
Flexible press	MX	Granted	PPG Industries, Ohio, Inc.	964063	9/12/1996	213113	5/5/2003
Flexible surface mold and method of use	CZ	Pending	PPG Industries, Ohio, Inc.	PV06/105	8/19/2004		
Heatable wiper rest area for a transparency	CA	Granted; next payment due 9/16/16	PPG Industries Ohio, Inc.	2499126	9/16/2003	2499126	5/26/2009
Heatable wiper rest area for a transparency	DE	Granted; next annuity due 9/30/16	PPG Industries Ohio, Inc.	60309722.7	9/16/2003	1540995	11/15/2006
Heatable wiper rest area for a transparency	EP	Granted	PPG Industries Ohio, Inc.	3797905.1	9/16/2003	1540995	11/15/2006
Heatable wiper rest area for a transparency	FR	Granted; next annuity due 9/30/16	PPG Industries Ohio, Inc.	3797905.1	9/16/2003	1540995	11/15/2006
Heatable wiper rest area for a transparency	GB	Granted; next annuity due 9/30/16	PPG Industries Ohio, Inc.	3797905.1	9/16/2003	1540995	11/15/2006
Laminated transparency	CA	Granted; next annuity due 5/30/16	PPG Industries Ohio, Inc.	2375256	5/30/2000	2375256	1/6/2009
Laminated transparency	DE	Granted; next annuity due 5/31/2016	PPG Industries Ohio, Inc.	60029792.6	5/30/2000	1200255	8/2/2006
Laminated transparency	EP	Granted	PPG Industries Ohio, Inc.	936375.5	5/30/2000	1200255	8/2/2006
Laminated transparency	GB	Granted; next annuity due 5/30/2016	PPG Industries Ohio, Inc.	936375.5	5/30/2000	1200255	8/2/2006
Laminated transparency	IT	Granted; next annuity due 5/31/2016	PPG Industries Ohio, Inc.	936375.5	5/30/2000	1200255	8/2/2006

Patent Title	Country	Status	Current Owner	Application No.	Filed	Patent/Publication No.	Issued
Laminated transparency	JP	Granted; next annuity due 10/23/16		2000-621157	5/30/2000	4395265	1/6/2010
Laminated transparency	MX	Granted	PPG Industries, Ohio, Inc.	PA/a/2001/012290	5/30/2000	260499	9/10/2008
Laminated transparency	VE	Pending		2000-001209	5/31/2000		
Method and device of mounting a panel over an opening	MO	Granted		30799	9/6/2006	29842	10/3/2008
Method and device of mounting a panel over an opening	MX	Pending		2008-003223	3/7/2008		
Method of and apparatus for strengthening edges of one or more glass sheets	EP	Pending; next renewal due 4/11/16	PPG Industries, Ohio, Inc.	5737524.8	4/11/2005		
Method of soldering and solder compositions	CA	Granted; next fee due 8/19/16	PPG Industries Ohio, Inc.	2537237	8/19/2004	2537237	11/3/2009
Method of soldering and solder compositions	CN	Pending/ Published	PPG Ind Ohio Inc.	2004 80024763.4	8/19/2004		
Method of soldering and solder compositions	CZ	Pending	PPG Industries Ohio, Inc.	PV06/106	8/19/2004		
Method of soldering and solder compositions	MX	Granted	PPG Industries Ohio, Inc.	PA/a/2006/002135	8/19/2004	264028	1/21/098
Moisture detection system and method of use thereof	CA	Granted; next fee due 2/28/16	PPG Industries Ohio, Inc.	2475300	2/28/2002	2475300	11/20/2007
Moisture detection system and method of use thereof	CA	Granted; next fee due 12/2/16	PPG Industries, Ohio, Inc.	2509975	12/2/2003	2509975	Last MF paid 2014-12-01; next mf due 2015-12-02
Moisture detection system and method of use thereof	DE	Granted; next fee due 2/28/16	PPG Industries Ohio, Inc.	60238080.4	2/28/2002	1480858	10/20/2010
Moisture detection system and method of use thereof	EP	Granted	PPG Industries Ohio, Inc.	2706473.2	2/28/2002	1480858	10/20/2010
Moisture detection system and method of use thereof	FR	Granted; next fee due 2/28/16	PPG Industries Ohio, Inc.	2706473	2/28/2002	1480858	10/20/2010
Moisture detection system and method of use thereof	GB	Granted; next fee due 2/28/16	PPG Industries Ohio, Inc.	2706473	2/28/2002	1480858	10/20/2010



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Moisture detection system and method of use thereof	IT	Granted; next fee due 2/28/16	PPG Industries Ohio, Inc.	2706473	2/28/2002	1480858	10/20/2010
Moisture detection system and method of use thereof	JP	Granted; annuity due 8/19/16		2008-121319	5/7/2008	4805971	8/19/2011
Moisture detection system and method of use thereof	RU	Pending	PPG Industries Ohio, Inc.	2005120737	12/2/2003		
Mounting assembly for vehicle panels	MX	Granted; next annuity due 7/11/16	PPG Industries Ohio, Inc.	PA/a/2002/006822	7/11/2002	234942	3/15/2006
On-glass antenna	CA	Granted; next fee due 6/9/16	PPG Industries Ohio, Inc.	2330326	6/9/1999	2330326	8/12/2003
On-glass antenna	DE	Granted; next fee due 6/9/16	PPG Industries Ohio, Inc.	69932930.2	6/9/1999	61088364	8/23/2006
On-glass antenna	EP	Granted	PPG Industries Ohio, Inc.	99939824.1	6/9/1999	1088364	8/23/2006
On-glass antenna	FR	Granted; next fee due 6/9/16	/PPG Industries Ohio, Inc.	99939824.1	6/9/1999	1088364	8/23/2006
On-glass antenna	GB	Granted; next fee due 6/9/16	PPG Industries Ohio, Inc.	99939824.1	6/9/1999	1088364	8/23/2006
On-glass antenna	JP	Granted; next annuity due 1/22/16		2000-555320	6/9/1999	4445670	1/22/2010
On-glass antenna	KR	Granted; next annuity due 9/13/16	PPG Industries Ohio, Inc.	2000-7014209	6/9/1999	626500	9/13/2006
On-glass antenna	MX	Granted	PPG Industries Ohio, Inc.	12110	6/9/1999	217709	11/19/2003
Sound absorbing article and method of making same	MX	Granted next fee due 1/8/16	PPG Industries Ohio, Inc.	980252	1/8/1998	202930	7/4/2001
Sound absorbing article and method of making same	VE	Pending		1998-000066	1/12/1998		
SWITCHABLE AUTOMOTIVE GLAZING	CA	Pending; next fee due 5/7/16	PITTSBURGH GLASS WORKS, LLC	2835111	5/7/2012		Last mf paid 2015-04-21; next mf due 2016-05-09
SWITCHABLE AUTOMOTIVE GLAZING	EP	Pending; next fee due 5/7/16	Pittsburgh Glass Works, LLC	12721138	2012-05-07	EP2704903A1	2014-03-12
Use of electrically conductive ceramic paints in antenna systems	JP	Granted; next annuity due 5/1/16		2000-564255	7/30/1999	4302319	5/1/2009

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Vehicle antenna	BE	EXPIRED	PPG Industries Ohio, Inc.	1909076	2/9/2001	1266424	6/3/2009
Vehicle antenna	CA	Granted; next fee due 2/9/16	PPG Industries Ohio, Inc. Receptec L.L.C.	2398368	2/9/2001	2398368	4/19/2005
Vehicle antenna	DE	Granted, next fee due 2/9/16	PPG Industries Ohio, Inc.	60138874.7	2/9/2001	1266424	6/3/2009
Vehicle antenna	EP	Granted	PPG Industries Ohio, Inc.	1909076	2/9/2001	1266424	6/3/2009
Vehicle antenna	FR	Granted, next fee due 2/9/16	PPG Industries Ohio, Inc.	1909076	2/9/2001	1266424	6/3/2009
Vehicle antenna	GB	Granted, next fee due 2/9/16	PPG Industries Ohio, Inc.	1909076	2/9/2001	1266424	6/3/2009
Vehicle antenna	IT	Granted, next fee due 2/9/16	PPG Industries Ohio, Inc.	1909076	2/9/2001	1266424	6/3/2009
Vehicle antenna	JP	Granted; annuity due 10/19/16		559093/01	2/9/2001	5111709	10/19/2012
Vehicle transparency	EP	ABANDONED	PPG Industries Ohio, Inc.	08747423.5	5/2/2008	2155486	11/20/2008
WIDEBAND ANTENNA	CA	Granted; next fee due 10/14/16	PITTSBURGH GLASS WORKS LLC	2815346	10/14/2011	2815346	5/12/2015
WIDEBAND ANTENNA	CN	Pending/ Published	PITTSBURGH GLASS WORKS LLC	2011 80057472.5	10/14/2011		
WIDEBAND ANTENNA	EP	Pending/ Published; next fee due 10/14/16	PITTSBURGH GLASS WORKS LLC	20110779509	10/14/2011		
WIDEBAND ANTENNA	JP	Pending	PITTSBURGH GLASS WORKS LLC	2013-534969	4/19/2013		
Window antenna	CN	Pending/ Published	PITTSBURGH GLASS WORKS, LLC	2011 80057469.3	10/14/2011		
Window antenna	EP	Pending/ Published; next fee due 10/27/16	Pittsburgh Glass Works LLC	20110774165	10/14/2011	2630690	
Window antenna	JP	Appealed		2013-534970	4/19/2013		

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Winshield moisture detector	MX	Pending		2007-004221	4/10/2007		
Window Antenna	CA	Granted next fee due 10/14/16	Pittsburgh Glass Works, LLC	2815352	10/14/11	2815352	5/26/2015
Switchable Automotive Glazing	JP	Pending		2014-510395	5/7/2012		
Moisture Detection System	EP	Granted annuity due 12/2/2015		03790227.7	12/2/03	1572507	11/18/15 (expected issue date)
Moisture Detection System	FR	Granted annuity due 12/2/2015		03790227.7	12/2/03	1572507	11/18/15 (expected issue date)
Moisture Detection System	Germany	Granted annuity due 12/2/2015		03790227.7	12/2/03	1572507	11/18/15 (expected issue date)
Moisture Detection System	Italy	Granted annuity due 12/2/2015		03790227.7	12/2/03	1572507	11/18/15 (expected issue date)
Moisture Detection System	Spain	Granted annuity due 12/2/2015		03790227.7	12/2/03	1572507	11/18/15 (expected issue date)
Moisture Detection System	United Kingdom	Granted annuity due 12/2/2015		03790227.7	12/2/03	1572507	11/18/15 (expected issue date)
Method and apparatus for coordinating services	CA	Abandoned 8/13/15	Pittsburgh Glass Works, LLC	2,375,052	07/27/2000		