

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PITTSBURGH GLASS WORKS, LLC		02/27/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PGW Auto Glass, LLC		
<b>Street Address:</b>	500 West Madison Street, Suite 2800		
<b>Internal Address:</b>	c/o LKQ Corporation		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2488150	PROSTARS	
<b>Registration Number:</b>	3330624	MORE THAN GLASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
<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>	312-781-6013		
<b>Email:</b>	chicago.trademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com		
<b>Correspondent Name:</b>	Kate Starshak c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>NAME OF SUBMITTER:</b>	Kathryn Starshak		
<b>SIGNATURE:</b>	/Kathryn Starshak/		
<b>DATE SIGNED:</b>	03/09/2017		
<b>Total Attachments: 9</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of the 27th day of February, 2017 (this "Trademark Assignment"), is entered into by and between PITTSBURGH GLASS WORKS, LLC, a Delaware limited liability company ("PGW") and PGW AUTO GLASS, LLC, a Delaware limited liability company ("Auto Glass") in connection with that certain Stock and Asset Purchase Agreement (the "SAPA"), dated December 18, 2016, by and among (i) Vitro Automotive Glass LLC, (ii) VIMÉXICO, S.A. de C.V., (iii) PGW Holdings, LLC (the "Company"), (iv) LKQ PGW Holdings, LLC, (v) PGW, (vi) KPGW European Holdco, LLC, (vii) Pittsburgh Glass Works, ULC ((iv)-(vii) collectively, "Sellers") and the guarantors party thereto. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the SAPA.

**WHEREAS**, pursuant to the terms and conditions of the SAPA, Sellers will, and will cause the Company to, distribute or otherwise transfer the Distributed ARG Business in the manner set forth in Exhibit G of the SAPA; and

**WHEREAS**, in conjunction with Exhibit G of the SAPA, PGW desires to assign and Auto Glass desires to acquire certain Intellectual Property that exclusively relates to the Distributed ARG Business.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. PGW hereby irrevocably conveys, transfers and assigns to Auto Glass, and Auto Glass hereby accepts, all of PGW's right, title and interest in and to the following:

(a) The trademarks covered by the trademark registrations set forth in Schedule A, including all common law rights therefor, together with the goodwill connected with the use of and symbolized by the foregoing, and registrations and renewals thereof (the "Trademarks"); and

(b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Assurances. PGW authorizes the Commissioner for Trademarks in the U.S. Patent and Trademark Office, and any other governmental officials, to record and register this Trademark Assignment upon request by Auto Glass. PGW shall take such reasonable steps and actions following the date hereof to execute and deliver to Auto Glass

any documents, files, registrations, or other similar items, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Auto Glass, provided, that Auto Glass shall be solely responsible for preparing and filing any such documents. The foregoing steps and actions are at Auto Glass's sole cost and expense.

3. Miscellaneous.

3.1 Notices. Any notices or other communications required or permitted hereunder will be deemed to have been properly given and delivered if in writing by such party or its legal representative and (x) delivered personally against receipt, (y) sent by confirmed facsimile or email (as a PDF file) or (z) sent by an overnight courier service recognized in the United States and guaranteeing overnight delivery, in each case if delivered or transmitted before 5:00 p.m. Central Time on a Business Day, otherwise the next Business Day. Such notices or other communications must be sent to each respective party at the address, email address or facsimile number set forth below

If to Auto Glass to:

c/o LKQ Corporation  
500 West Madison Street, Suite 2800  
Chicago, Illinois 60661  
Attention: General Counsel  
Facsimile: (312) 207-1529

With a copy to (which shall not constitute notice):

K&L Gates LLP  
70 West Madison Street, Suite 3100  
Chicago, Illinois 60602  
Attention: J. Craig Walker  
Facsimile: (312) 827-8179  
Email: craig.walker@klgates.com

If to PGW to:

Vitro, S.A.B. de C.V.  
Av. Ricardo Margain Zozaya #400  
Col. Valle del Campestre  
San Pedro Garza García  
Nuevo León, México 66265  
Facsimile: + 52 (81) 8863-1515  
Email: JArechavaleta@vitro.com & rmaiz@vitro.com  
Attention: Javier Arechavaleta Santos and Ricardo Maiz

With a copy to (which shall not constitute notice):

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, NY 10006  
Facsimile: + 1 (212) 225-3999  
Email: ckordula@cgsh.com  
Attention: Chantal E. Kordula

Each party will be entitled to specify a different address, email address or facsimile number by delivering notice as aforesaid to the other party.

- 3.3 Interpretation. For purposes of this Trademark Assignment: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Trademark Assignment as a whole. Unless the context otherwise requires, references in this Trademark Assignment: (x) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Trademark Assignment and (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. The parties drafted this Trademark Assignment without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein are an integral part of this Trademark Assignment to the same extent as if they were set out verbatim herein.
- 3.4 Headings. Section and subsection headings are not to be considered part of this Trademark Assignment, are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, are not intended to define, limit or describe the scope or intent of this Trademark Assignment and will not affect the construction, meaning or interpretation of this Trademark Assignment.
- 3.5 Severability. In the event that any provision hereof is held to be invalid or unenforceable in any respect, the parties shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the Parties as closely as possible, in a mutually acceptable manner, in order that the transactions be consummated as originally contemplated to the fullest extent possible. The provisions hereof are severable, and in the event any provision hereof should be held invalid, illegal or unenforceable in any respect, it will not invalidate, render unenforceable or otherwise affect any other provision hereof.

- 3.6 Entire Agreement. This Trademark Assignment and the SAPA, together with all of their related exhibits and schedules, constitute the sole and entire agreement of the parties to this Trademark Assignment regarding the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- 3.7 Amendment or Modification. The parties may amend this Trademark Assignment only by a written instrument executed by each of the parties.
- 3.8 Waiver. No waiver of any provision of this Trademark Assignment will be deemed or will constitute a waiver of any other provision hereof (whether or not similar), will constitute a continuing waiver unless otherwise expressly provided nor will be effective unless in writing and executed by the party making such waiver. No waiver by any party of any breach of this Trademark Assignment shall operate or be construed as a waiver of any preceding or subsequent breach, whether of a similar or different character, unless expressly set forth in such written waiver. Neither any course of conduct or failure or delay of any party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power.
- 3.9 No Third-Party Beneficiaries. This Trademark Assignment benefits solely the parties to this Trademark Assignment and their respective permitted successors and permitted assigns and nothing in this Trademark Assignment, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Trademark Assignment.
- 3.10 Successors and Assigns. Neither this Trademark Assignment nor any of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by either party without the prior written consent of the other party, and any attempted assignment or delegation without consent shall be null and void and of no force and effect. Notwithstanding the preceding sentence, each party may, without the prior written consent of the other, assign their rights under this Trademark Assignment, in whole or in part, to one or more of their Affiliates; provided, however, that no such assignment shall relieve either party of its respective obligations hereunder. Subject to the preceding sentence, this Trademark Assignment shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties and their respective successors and permitted assigns.

- 3.11 Governing Law. This Trademark Assignment and the exhibits and schedules attached hereto, and all matters arising out of or relating to this Trademark Assignment, shall be governed by, and construed in accordance with, the laws of the State of Delaware.
- 3.12 Choice of Forum. Each party, by its execution hereof, hereby irrevocably and unconditionally: (i) submits, for itself and its property, to the exclusive jurisdiction of the Chancery Courts of the State of Delaware or, if but only if, such Court declines jurisdiction, the Superior Courts of the State of Delaware or the United States District Court for the District of Delaware (the "Delaware Courts"), for the purpose of any Action arising out of or in connection with this Trademark Assignment or the negotiation, execution or performance of this Trademark Assignment; (ii) agrees that all claims in respect of any such Action shall be heard and determined in any Delaware Court; (iii) waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of any Delaware Court, that its property is exempt or immune from attachment or execution, that any such Action brought in any Delaware Court is improperly venued, or that this Trademark Assignment may not be enforced in or by such Delaware Court; (iv) agrees not to commence any such Action other than before any Delaware Court nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such Action to any court other than a Delaware Court whether on the grounds of inconvenient forum or otherwise, or to seek to stay or dismiss any such Action in favor of any Action in any other forum; (v) agrees that a final and non-appealable judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirements; and (vi) consents to service of process in any such Action in any manner permitted by applicable Legal Requirements, or by delivery to it by an overnight courier service recognized in the United States and guaranteeing overnight delivery at its address specified pursuant to Section 3.1 of this Trademark Assignment, and agrees that such service of process in any such Action shall be valid and sufficient service thereof. Notwithstanding the foregoing, a party may commence an Action in any jurisdiction to enforce an order or judgment of any Delaware Court.
- 3.13 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND COVENANTS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ACTION DESCRIBED IN SECTION 3.12. EACH PARTY (a) CERTIFIES AND ACKNOWLEDGES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED,

EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) CERTIFIES AND ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES THAT THIS SECTION 3.13 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH SUCH OTHER PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT, (c) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (d) MAKES THIS WAIVER VOLUNTARILY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 3.13 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

- 3.14 Counterparts. This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile, e-mail or other electronic imaging means will be effective as delivery of a manually executed counterpart of this Trademark Assignment.
- 3.15 NO WARRANTY. AUTO GLASS ACKNOWLEDGES THAT THE TRADEMARKS ARE CONVEYED “AS IS” AND “WITH ALL FAULTS,” AND WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY.

*[Signature Page Follows]*



IN TESTIMONY WHEREOF, the UNDERSIGNED have hereunto set their hand on the date indicated below.

\* \* \* \* \*

**PITTSBURGH GLASS WORKS, LLC**

By: [Signature]  
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer  
Date: 2/27/17

State of PA  
 County of Allegheny  
 On 2/27/17 I, Natalie R. Ridgway  
Notary Public

hereby confirm that the signature for Pittsburgh Glass Works, LLC  
 is that of Jeffrey Gronbeck and that it has been shown  
Name of Signatory

to me that Jeffrey Gronbeck was, on the day of signing,  
Name of Signatory

authorized to validly sign alone such an assignment on behalf of said company.

Notary Signature [Signature]

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Natalie R. Ridgway, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires Oct. 14, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

\* \* \*

ACCEPTED BY:

**PGW AUTO GLASS, LLC**

By: \_\_\_\_\_  
Name: Walter P. Hanley  
Title: Vice President  
Date: \_\_\_\_\_

County of \_\_\_\_\_  
 On \_\_\_\_\_ I, \_\_\_\_\_  
Notary Public

hereby confirm that the signature for PGW Auto Glass, LLC  
 is that of \_\_\_\_\_ and that it has been shown  
Name of Signatory

to me that \_\_\_\_\_ was, on the day of signing,  
Name of Signatory

authorized to validly sign alone such an assignment on behalf of said company.

Notary Signature \_\_\_\_\_

IN TESTIMONY WHEREOF, the UNDERSIGNED have hereunto set their hand on the date indicated below.

\* \* \* \* \*

**PITTSBURGH GLASS WORKS, LLC**

By: \_\_\_\_\_  
Name: Jeffrey Gronbeck  
Title: Chief Financial Officer  
Date: \_\_\_\_\_

State of _____ County of _____ On _____ I, _____ <i>Notary Public</i>
hereby confirm that the signature for <u>Pittsburgh Glass Works, LLC</u> is that of _____ and that it has been shown <i>Name of Signatory</i>
to me that _____ was, on the day of signing, <i>Name of Signatory</i>
authorized to validly sign alone such an assignment on behalf of said company.
Notary Signature _____

\* \* \*


State of <u>Illinois</u> County of <u>Cook</u> On <u>February 27, 2017</u> I, <u>Kari Kloc</u> <i>Notary Public</i>
hereby confirm that the signature for <u>PGW Auto Glass, LLC</u> is that of <u>Walter Hanley</u> and that it has been shown <i>Name of Signatory</i>
to me that <u>Walter Hanley</u> was, on the day of signing, <i>Name of Signatory</i>
authorized to validly sign alone such an assignment on behalf of said company.
Notary Signature <u>Kari Kloc</u>

**"OFFICIAL SEAL"**  
**Kari Kloc**  
Notary Public, State of Illinois  
My Commission Expires December 17, 2018

ACCEPTED BY:  
**PGW AUTO GLASS, LLC**  
By: Walter P. Hanley  
Name: Walter P. Hanley  
Title: Vice President  
Date: February 27, 2017

**SCHEDULE A**

**ASSIGNED TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Territory</b>	<b>Goods</b>	<b>Reg. No.</b>
	Canada	(1) Windshield repair services.	TMA622557
PROSTARS	U.S. Federal	(INT. CL. B) REPAIR AND RESTORATION IN THE FIELD OF AUTOMOBILE	2488150
MORE THAN GLASS	U.S. Federal	(INT. CL. 12) AUTOMOTIVE REPLACEMENT GLASS, NAMELY, WINDOWS, WINDSHIELDS, SUNROOFS AND VEHICLE TRANSPARENCIES	3330624