

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM450506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safelite Group, Inc.		11/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Collateral Agent		
Street Address:	1 King's Arms Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2100959	GIANT GLASS GIANT	
Registration Number:	4111641	KD AUTO GLASS	
Registration Number:	4182558		
Registration Number:	2238441	CREATE THE DAY GIANT GLASS	
Registration Number:	2242375	SAFELITE	
Registration Number:	2319287	REPAIR MEDICS	
Registration Number:	2362327	SAFELITE	
Registration Number:	4591390	SAFELITE ADVANTAGE	
Registration Number:	2512458	SAFELITE AUTO GLASS	
Registration Number:	2641519	SERVICE AUTOGLASS	
Registration Number:	2689916	SAFELITE	
Registration Number:	2695666	DIAMOND AUTO GLASS	
Registration Number:	2695577	DIAMOND AUTO GLASS TRIUMPH AUTO GLASS	
Registration Number:	2695576	DIAMOND TRIUMPH AUTO GLASS	
Registration Number:	2703017	SAFELITE AUTOGLASS	
Registration Number:	2708442	REPAIR MEDICS	
Registration Number:	2732266	N NATIONWIDE AUTO GLASS	
Registration Number:	2741145	SGCNETWORK.COM	

OP \$790.00 2100959

Property Type	Number	Word Mark
Registration Number:	5276731	SAFELITE ADVANTAGE
Registration Number:	2815367	PROGRIP
Registration Number:	2889534	SERVICE AUTO GLASS
Registration Number:	1948197	U.S. AUTO GLASS
Registration Number:	1952263	SGC
Registration Number:	3059756	SERVICE AUTO GLASS
Registration Number:	1959623	TRIUMPH AUTO GLASS
Registration Number:	4013173	THE GLASS IS ALWAYS GREENER ON THE SAFEL
Registration Number:	4011696	ALLIANCE CLAIMS SOLUTIONS
Registration Number:	1959142	GLASLINK
Registration Number:	2088897	NEW ENGLAND IS GIANT COUNTRY
Registration Number:	2073557	SERVICE AS BIG AS OUR NAME ... GIANT
Serial Number:	87308778	ON MY WAY TEXT

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/ted mulligan/
DATE SIGNED:	11/10/2017

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Safelite Group, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership

☒ Corporation- State: DE

☐ Other Foreign

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 7, 2017

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Wilmington Trust (London) Limited, as Collateral Agent

Street Address: 1 King's Arm Yard, Third Floor

City: London

State:

Country: UK Zip: EC2R 7AF

☐ Individual(s) Citizenship

☐ Association Citizenship

☐ Partnership Citizenship

☐ Limited Partnership Citizenship

☐ Corporation Citizenship

☒ Other Bank Citizenship UK

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera
Signature

November 10, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 7, 2017, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust (London) Limited, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Belron S.A., Belron Finance Limited, the U.S. Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, Wilmington Trust (London) Limited, as Collateral Agent, and the other parties thereto and (ii) the Security Agreement dated November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) the United States federally registered or applied-for Trademarks set forth in Schedule A hereto, together with all of the goodwill associated therewith;

(ii) all renewals of the foregoing;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property. For the avoidance of doubt, the Collateral shall not include any intent-to-use Trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF

THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS
PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK
GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by its signatory thereunto duly authorized as of the date first written above.

SAFELITE GROUP, INC.

By: _____

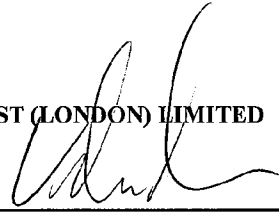
Name: David Meller

Title: Authorized Person

[Belron - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006202 FRAME: 0309

WILMINGTON TRUST (LONDON) LIMITED
as Collateral Agent



By: _____

Name:

Title:

Keith Reader
Authorised Signatory

SCHEDULE A

REGISTERED AND APPLIED-FOR UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration Number ¹
Safelite Group, Inc.	2,100,959
Safelite Group, Inc.	4,111,641
Safelite Group, Inc.	4,182,558
Safelite Group, Inc.	2,238,441
Safelite Group, Inc.	2,242,375
Safelite Group, Inc.	2,319,287
Safelite Group, Inc.	2,362,327
Safelite Group, Inc.	4,591,390
Safelite Group, Inc.	2,512,458
Safelite Group, Inc.	2,641,519
Safelite Group, Inc.	2,689,916
Safelite Group, Inc.	2,695,666
Safelite Group, Inc.	2,695,577
Safelite Group, Inc.	2,695,576
Safelite Group, Inc.	2,703,017
Safelite Group, Inc.	2,708,442
Safelite Group, Inc.	2,732,266
Safelite Group, Inc.	2,741,145

¹ Each trademark registration number with a dagger (†) is a registered trademark that has been abandoned by the Company.

Owner	Registration Number ¹
Safelite Group, Inc.	5,276,731
Safelite Group, Inc.	2,815,367
Safelite Group, Inc.	2,889,534
Safelite Group, Inc.	1,948,197
Safelite Group, Inc.	1,952,263
Safelite Group, Inc.	3,059,756
Safelite Group, Inc.	1,959,623
Safelite Group, Inc.	4,013,173
Safelite Group, Inc.	4,011,696
Safelite Group, Inc.	1,959,142†
Safelite Group, Inc.	2,088,897†
Safelite Group, Inc.	2,073,557†

Applications:

Applicant	Application Number
Safelite Group, Inc.	87/308,778