

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM547309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safelite Group, Inc.		10/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Collateral Agent		
Street Address:	1 King's Arm Yard, Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5628444	SAFELITE CLAIMS PRO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/30/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “Trademark Security Agreement Supplement”) dated October 30, 2019, is made by the Safelite Group, Inc. (the “Grantor”) in favor of Wilmington Trust (London) Limited, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Belron S.A., Belron Finance Limited, the U.S. Borrower has entered into the Credit Agreement dated as of November 7, 2017 (as amended by the Amendment Agreement as of December 20, 2017, as further amended by Incremental Amendment No. 1 as of November 13, 2018, as amended by Amendment No. 2 as of October 30, 2019 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent, Wilmington Trust (London) Limited as Collateral Agent, Swing Line Lender and L/C Issuer. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Security Agreement dated November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Trademark Security Agreement dated November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any After-Acquired Intellectual Property Collateral of the Grantor and has agreed in connection therewith to execute this Trademark Security Agreement Supplement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 (the “Additional 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 “Additional 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. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add the Additional Collateral to Schedule III.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Trademark Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents. Without limiting the generality of the foregoing, this Trademark Security Agreement Supplement secures the payment of all amounts that constitute part of the Obligations that would be owed by the 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, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement Supplement.

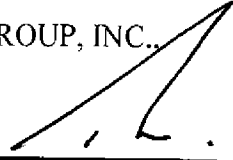
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT 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, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its signatory thereunto duly authorized as of the date first written above.

[Signature Page Follows.]

SAFELITE GROUP, INC..
as Grantor

By: 
Name: Timothy J. Spencer
Title: Director

Schedule A

Registrations:

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Safelite Group, Inc.	SAFELITE CLAIMS PRO	87260479 12/07/2016	5628444 12/11/2018