

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glass Operating LLC		03/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Dwyer Group LLC		
Street Address:	1010 N. University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4747716	IF IT'S GLASS WE CAN DO IT	
Registration Number:	2943419	NOR'EASTER	
Registration Number:	2819502	PG	
Registration Number:	3666318	PG	
Registration Number:	2702428	PORTLAND GLASS	
Registration Number:	3714798	PORTLAND GLASS	
CORRESPONDENCE DATA			
Fax Number:	3367342617		
<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:	336-607-7503		
Email:	tmadmin@kilpatricktownsend.com		
Correspondent Name:	Tiffani D. Otey		
Address Line 1:	1001 West Fourth Street		
Address Line 2:	c/o Kilpatrick Townsend & Stockton LLP		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101-2400		
NAME OF SUBMITTER:	Kimberly Weems		
SIGNATURE:	/Kimberly Weems/		

OP \$165.00 4747716

DATE SIGNED:	03/31/2021
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 25th day of March, 2021 is made and entered into by and between Glass Operating LLC ("Assignor") and The Dwyer Group LLC ("Assignee"). Assignor and Assignee are referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignor is the record owner of the trademark registrations and trademark applications identified in the attached Schedule A (the "Trademarks");

WHEREAS, pursuant to that certain Distribution Agreement by and between the Parties dated as of the date hereof, Assignor has assigned to Assignee all rights, title, and interests in and to the Trademarks (including all goodwill symbolized thereby and associated therewith), and the Parties wish to record such assignment with the relevant trademark offices:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. Pursuant to the Distribution Agreement, Assignor hereby assigns and transfers to Assignee, its successors and permitted assigns, and Assignee hereby accepts and receives, all of Assignor's entire rights, title, and interests in, to and under the Trademarks, including, without limitation, (a) the goodwill of the business symbolized by and associated with the Trademarks; and (b) any and all powers and rights of Assignor under the Trademarks, including without limitation, legal actions and rights and remedies at law or in equity for past, present, or future infringements, dilutions, or other violations of the Trademarks, including without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.
2. Assignor hereby authorizes and requests the trademark office to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment will be binding upon and enforceable against Assignor and Assignor's respective successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.
4. This Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by both Parties.
5. This Assignment may be executed in digital or electronic form (including via .pdf signature) and in any number of counterparts, and by the Parties in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Assignment to be duly executed and delivered as of the date first written above.


ASSIGNOR:

GLASS OPERATING LLC

By: 
Name: Jon Shell
Title: Treasurer

ASSIGNEE:

THE DWYER GROUP LLC

By: 
Name: Jon Shell
Title: Chief Financial Officer and Treasurer

Schedule A

Trademarks

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	IF IT'S GLASS WE CAN DO IT	Registered Use	86422633 Oct 13, 2014	4747716 Jun 2, 2015	Glass Operating LLC	35 Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 37 Installation of windows, screens, glass doors, greenhouses, garage and overhead doors, porch enclosures, patio doors, tub and shower enclosures, automobile glass and replacement glass for commercial and residential buildings.	Sec 8 and/or 15 Filing Deadline Jun 2, 2021 Sec 8/9 Renewal Deadline Jun 2, 2025
United States of America	NOR-EASTER	Registered Use	76555478 Oct 30, 2003	2943419 Apr 26, 2005	Glass Operating LLC	19 Non-metal windows.	Sec 8/9 Renewal Deadline Apr 26, 2025
United States of America	PG	Registered Use	76517598 May 27, 2003	2819502 Mar 2, 2004	Glass Operating LLC	37 Vehicle glass installation and repair services.	Sec 8/9 Renewal Deadline Mar 2, 2024
United States of America	PG	Registered Use	77650358 Jan 15, 2009	3666318 Aug 11, 2009	Glass Operating LLC	35 Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 37 Installation of windows, screens, glass doors, greenhouses, garage and overhead doors, porch enclosures, patio doors, tub and shower enclosures, automobile glass and replacement glass for commercial and residential buildings.	Sec 8/9 Renewal Deadline Aug 11, 2029
United States of America	PORTLAND GLASS	Registered Use	76419251 Jun 11, 2002	2702428 Apr 1, 2003	Glass Operating LLC	37 Vehicle glass installation and repair services.	Sec 8/9 Renewal Deadline Apr 1, 2023

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Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	PORTLAND GLASS	Registered Use	77722174 Apr 24, 2009	3714798 Nov 24, 2009	Glass Operating LLC	35 Retail stores featuring windows, screens, glass doors, garage and overhead doors, automobile glass and replacement glass for commercial and residential buildings. 37 Installation of windows, screens, glass doors, greenhouses, garage and overhead doors, porch enclosures, patio doors, tub and shower enclosures automobile glass and replacement glass for commercial and residential buildings.	Sec 8/9 Renewal Deadline Nov 24, 2029

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