

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM639084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synergistic International LLC		03/25/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Glass Doctor SPV 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: 15			
Property Type	Number	Word Mark	
Registration Number:	3375201	G12	
Registration Number:	1066929	GLASS DOCTOR	
Registration Number:	4767822	GLASS DOCTOR	
Registration Number:	5817320	GLASS DOCTORX	
Registration Number:	2336348		
Registration Number:	4767926	GLASS DOCTOR HOME · AUTO · BUSINESS WE F	
Registration Number:	3115870	GLASS DOCTOR UNIVERSITY	
Registration Number:	3725158	GLASS DOCTORX HOME · AUTO · BUSINESS WEF	
Registration Number:	2353731	GLASSDOCTOR	
Registration Number:	2540506	REFLECTIONS	
Registration Number:	4755456		
Registration Number:	3061889	SMARTECH	
Registration Number:	4891861	THE SPECIALIST GLASSDOCTORX	
Registration Number:	1075690	WE FIX YOUR PANES	
Registration Number:	4755292	WE FIX YOUR PANES	
CORRESPONDENCE DATA			
Fax Number:	3367342617		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3375201

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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/
-------------------	------------------

DATE SIGNED:	04/14/2021
---------------------	------------

Total Attachments: 7

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page1.tif

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page2.tif

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page3.tif

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page4.tif

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page5.tif

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page6.tif

source=Notice of Grant of Back-Up Security Interest in TM - Synergistic International LLC to Glass Doctor SPV LLC#page7.tif

NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 25, 2021 by Synergistic International LLC, a Texas limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707, in favor of Glass Doctor SPV LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and


interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

SYNERGISTIC INTERNATIONAL LLC

By: 
Name: Jon Shell
Title: Treasurer

GLASS DOCTOR SPV LLC



By: 
Name: Jon Shell
Title: Treasurer

Schedule 1

Trademarks

[Attached]

SYNERGISTIC INTERNATIONAL LLC d/b/a Glass Doctor (US) - (039866)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	G12	Registered	77144091 Mar 29, 2007	3375201 Jan 29, 2008	Synergistic International LLC	36 Glass repair extended warranty services.	Sec 8/9 Renewal Deadline Jan 29, 2028
United States of America	GLASS DOCTOR	Registered	73103808 Oct 20, 1976	1066929 May 31, 1977	Synergistic International, LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline May 31, 2027
United States of America	GLASS DOCTOR	Registered	86425374 Oct 16, 2014	4767822 Jul 7, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jul 7, 2021 Sec 8/9 Renewal Deadline Jul 7, 2025
United States of America	GLASS DOCTOR and Design (new stacked logo)	Registered	87935473 May 24, 2018	5817320 Jul 30, 2019	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jul 30, 2025 Sec 8/9 Renewal Deadline Jul 30, 2029
United States of America	GLASS DOCTOR DESIGN 	Registered	75752580 Jul 16, 1999	2336348 Mar 28, 2000	Synergistic International LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline Mar 28, 2030
United States of America	GLASS DOCTOR HOME - AUTO - BUSINESS WE FIX YOUR PANES! (and design) 	Registered	86433345 Oct 24, 2014	4767926 Jul 7, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jul 7, 2021 Sec 8/9 Renewal Deadline Jul 7, 2025

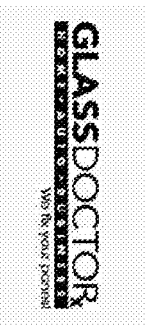
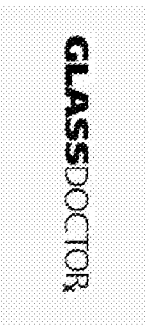

TRADEMARK

REEL: 007254 FRAME: 0486

3/15/2021

14614244 v 2

SYNERGISTIC INTERNATIONAL LLC d/b/a Glass Doctor (US) - (039866)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	GLASS DOCTOR UNIVERSITY	Registered	76644060 Aug 2, 2005	3115870 Jul 18, 2006	Synergistic International LLC	41 Educational services, namely, conducting classes, and workshops in the field of glass repair and replacement and distributing course materials in connection therewith.	Sec 8/9 Renewal Deadline Jul 18, 2026
United States of America	GLASS DOCTORX HOME · AUTO · BUSINESS WE FIX YOUR PANES! (and design)	Registered	77737733 May 15, 2009	3725158 Dec 15, 2009	Synergistic International LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline Dec 15, 2029
United States of America							
United States of America	GLASSDOCTOR (stylized)	Registered	75752581 Jul 16, 1999	2353731 May 30, 2000	Synergistic International LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline May 30, 2030
United States of America							
United States of America	REFLECTIONS	Registered	76300013 Aug 14, 2001	2540506 Feb 19, 2002	Synergistic International, LLC	16 Publication in the nature of newsletters for franchisees and their associates in the field of glass installation and repair.	Sec 8/9 Renewal Deadline Feb 19, 2022
United States of America	RUNNING DOCTOR DESIGN	Registered	86433209 Oct 23, 2014	4755456 Jun 16, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jun 16, 2021 Sec 8/9 Renewal Deadline Jun 16, 2025
United States of America							
United States of America	SMARTTECH	Registered	76626239 Dec 22, 2004	3061889 Feb 28, 2006	Synergistic International LLC	37 Technical support and technical informational services to franchisees in the field of glass installation and repair.	Sec 8/9 Renewal Deadline Feb 28, 2026


TRADEMARK

REEL: 007254 FRAME: 0487

3/15/2021

14614244 v 2

SYNERGISTIC INTERNATIONAL LLC d/b/a Glass Doctor (US) - (039866)

Country	Mark	Status/ Filing Basis	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description	Action
United States of America	THE SPECIALIST GLASSDOCTORX (and design) 	Registered	86577808 Mar 26, 2015	4891861 Jan 26, 2016	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jan 26, 2022 Sec 8/9 Renewal Deadline Jan 26, 2026
United States of America	WE FIX YOUR PANES	Registered	73103809 Oct 20, 1976	1075690 Oct 18, 1977	Synergistic International, LLC	37 Installation of glass in buildings and vehicles.	Sec 8/9 Renewal Deadline Oct 18, 2027
United States of America	WE FIX YOUR PANES	Registered	86431181 Oct 22, 2014	4755292 Jun 16, 2015	Synergistic International LLC	37 Installation, repair and replacement of glass in buildings and vehicles.	Sec 8 and/or 15 Filing Deadline Jun 16, 2021 Sec 8/9 Renewal Deadline Jun 16, 2025

TRADEMARK

REEL: 007254 FRAME: 0488

RECORDED: 04/14/2021