

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639177

|   |  |                            |  |
|---|--|----------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                            |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                        |                            |  |
| <b>CONVEYING PARTY DATA</b>   |  |                            |  |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b>      | <b>Entity Type</b>                     |
| Glass Operating LLC   |  | 03/25/2021                 | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                            |  |
| <b>Name:</b>  | Neighborly Assetco LLC                   |                            |  |
| <b>Street Address:</b>  | 1010 N. University Parks Drive           |                            |  |
| <b>City:</b>  | Waco                                     |                            |  |
| <b>State/Country:</b>   | TEXAS                                    |                            |  |
| <b>Postal Code:</b>   | 76707                                    |                            |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                            |  |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                            |  |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>           |  |
| <b>Registration Number:</b>   | 4747716                                  | IF IT'S GLASS WE CAN DO IT |  |
| <b>Registration Number:</b>   | 2943419                                  | NOR'EASTER                 |  |
| <b>Registration Number:</b>   | 2819502                                  | PG                         |  |
| <b>Registration Number:</b>   | 3666318                                  | PG                         |  |
| <b>Registration Number:</b>   | 2702428                                  | PORTLAND GLASS             |  |
| <b>Registration Number:</b>   | 3714798                                  | PORTLAND GLASS             |  |
| <b>CORRESPONDENCE DATA</b>  |  |                            |  |
| <b>Fax Number:</b>  | 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> |  |                            |  |
| <b>Phone:</b>   | 336-607-7503                             |                            |  |
| <b>Email:</b>   | tadmin@kilpatricktownsend.com            |                            |  |
| <b>Correspondent Name:</b>  | Tiffani D. Otey                          |                            |  |
| <b>Address Line 1:</b>  | 1001 West Fourth Street                  |                            |  |
| <b>Address Line 2:</b>  | c/o Kilpatrick Townsend & Stockton LLP   |                            |  |
| <b>Address Line 4:</b>  | Winston-Salem, NORTH CAROLINA 27101-2400 |                            |  |
| <b>NAME OF SUBMITTER:</b>   | Kimberly Weems                           |                            |  |
| <b>SIGNATURE:</b>   | /Kimberly Weems/                         |                            |  |
| <b>DATE SIGNED:</b>   | 04/14/2021                               |                            |  |

OP \$165.00 4747716

**Total Attachments: 6**

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## **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 Glass Operating LLC, a Delaware limited liability company located at 1010 N. University Parks Dr. Waco, TX 76707 ("Grantor"), in favor of Neighborly Assetco 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 Agreements (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 those certain Contribution Agreements and Distribution Agreements by and among the Parties dated as of the date hereof (the "Agreements"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreements 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 applicable Agreements, 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 Agreements in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreements does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreements, 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 Agreements, 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 Agreements, 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 Agreements and shall terminate automatically upon the termination of the Agreements.
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.


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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.

GLASS OPERATING LLC

By:   
Name: Jon Shell  
Title: Treasurer

NEIGHBORLY ASSETCO LLC

By:   
Name: Jon Shell  
Title: Treasurer

**Schedule 1**

Trademarks

[Attached]

| Country                  | Mark                       | Status/<br>Filing<br>Basis | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date   | Owner               | Class/Description   | Action  |
|--------------------------|----------------------------|----------------------------|---------------------------|-------------------------|---------------------|---|---|
| United States of America | IF IT'S GLASS WE CAN DO IT | Registered Use             | 86422633<br>Oct 13, 2014  | 4747716<br>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.<br><br>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<br>Sec 8/9 Renewal Deadline Jun 2, 2025 |
| United States of America | NOR-EAS-T-E-R              | Registered Use             | 76555478<br>Oct 30, 2003  | 2943419<br>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<br>May 27, 2003  | 2819502<br>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<br>Jan 15, 2009  | 3666318<br>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.<br><br>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<br>Jun 11, 2002  | 2702428<br>Apr 1, 2003  | Glass Operating LLC | 37 Vehicle glass installation and repair services.  | Sec 8/9 Renewal Deadline Apr 1, 2023  |

**TRADEMARK**

| Country                  | Mark           | Status/<br>Filing<br>Basis | Serial No.<br>Filing Date | Reg. No.<br>Reg. Date   | Owner               | Class/Description   | Action                                  |
|--------------------------|----------------|----------------------------|---------------------------|-------------------------|---------------------|---|---|
| United States of America | PORTLAND GLASS | Registered Use             | 77722174<br>Apr 24, 2009  | 3714798<br>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.<br>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<br>Nov 24 2029 |

**TRADEMARK**