

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Glass Alliance, LLC		07/13/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Safelite Group, Inc.		
Street Address:	7400 Safelite Way		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43235		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4677227	PROGLASS ALLIANCE	
Registration Number:	4677226		
CORRESPONDENCE DATA			
Fax Number:	3175925453		
<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:	3172365946		
Email:	IPDOCKET@ICEMILLER.COM		
Correspondent Name:	Thomas A. Walsh, Ice Miller LLP		
Address Line 1:	ONE AMERICAN SQUARE, SUITE 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	016169.00159&.00174		
NAME OF SUBMITTER:	Thomas A. Walsh		
SIGNATURE:	/Thomas A. Walsh/		
DATE SIGNED:	07/16/2021		
Total Attachments: 4			
source=ProGlass Trademark Transfer Agreement Signed July 13#page1.tif			
source=ProGlass Trademark Transfer Agreement Signed July 13#page2.tif			
source=ProGlass Trademark Transfer Agreement Signed July 13#page3.tif			
source=ProGlass Trademark Transfer Agreement Signed July 13#page4.tif			

OP \$65.00 4677227

TRADEMARK TRANSFER AGREEMENT

THIS TRADEMARK TRANSFER AGREEMENT (“Assignment”), dated as of this 13th day of July, 2021, and effective as of the Effective Date (defined below) is made and entered into by and among Safelite Group, Inc., (“Safelite”), and Pro Glass Alliance, LLC (“Pro Glass”).

WITNESSETH:

WHEREAS, Pro Glass was a wholly owned subsidiary of Strategic Claims Services, LLC (“SCS”);

WHEREAS, SCS was wholly owned by COP SCS Parent, LLC (“SCS Parent”);

WHEREAS, SCS Parent and Safelite are parties to that certain Stock Purchase Agreement, dated as of August 9, 2019 (the “Effective Date”), by and among Safelite and SCS Parent (the “Stock Purchase Agreement”);

WHEREAS, SCS Parent sold, assigned, transferred, conveyed and delivered all of its shares, rights, title, and interest in SCS and Pro Glass to Safelite under the Stock Purchase Agreement;

WHEREAS, Safelite has acquired as a condition of the transactions contemplated by the Stock Purchase Agreement, all of Pro Glass’s right, title and interest in and to the Assigned Marks (as defined below);

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **Assignment**. Pro Glass hereby acknowledges that, as of the Effective Date, it irrevocably assigned, transferred, and conveyed to Safelite, all of Pro Glass’s right, title and interest in, to and under the trademarks set forth on Exhibit A, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, worldwide rights and other applications and registrations therefor owned by Pro Glass, together with the goodwill of the business associated therewith or symbolized thereby (collectively, the “Assigned Marks”), including, but not limited to, the right to sue and collect damages for any past or future infringements or dilution of the Assigned Marks.

2. **Governing Agreement**. This Assignment is expressly made subject to the terms and provisions of the Stock Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Stock Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Stock Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Stock Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Assignment and the terms and provisions of the Stock

Purchase Agreement, the terms and provisions of the Stock Purchase Agreement shall govern and control to the extent of such conflict.

3. **Governing Law**. This Assignment shall be governed by, and construed, and enforced in accordance with, the internal laws of the State of Delaware without reference to any jurisdiction's principles of conflicts of law to the contrary.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

“PRO GLASS”

PRO GLASS ALLIANCE, LLC

A handwritten signature in black ink, appearing to be 'B. DiMasi', written over a horizontal line.

By: _____
Brian DiMasi, Senior Corporate Counsel


“SAFELITE”

SAFELITE GROUP, INC.

A handwritten signature in black ink, appearing to be 'B. DiMasi', written over a horizontal line.

By: _____
Brian DiMasi, Senior Corporate Counsel

EXHIBIT A
ASSIGNED MARKS

	Serial Number	Reg. Number	Mark
1	85/894,454	4,677,227	PROGLASS ALLIANCE
2	85/894,427	4,677,226	
3	85/892,302	4,677,223	20/20 PERFECT VISION