

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721231

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/09/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J.N. Phillips Company, LLC		04/14/2022	Limited Liability Company: DELAWARE

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: 3

Property Type	Number	Word Mark
Registration Number:	4041105	GREENSHIELD WINDSHIELD RECYCLING GUARANT
Registration Number:	4034381	GREENSHIELD WINDSHIELD RECYCLING GUARANT
Registration Number:	4059089	GREENSHIELD

CORRESPONDENCE DATA

Fax Number: 3175925453

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.

Phone: 3172362100

Email: ipdocket@icemiller.com

Correspondent Name: Thomas A. Walsh

Address Line 1: Ice Miller LLP

Address Line 2: Suite 2900

Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER:	THOMAS A. WALSH
SIGNATURE:	/THOMAS A. WALSH/
DATE SIGNED:	04/14/2022

Total Attachments: 4

source=JNPhillipsTrademarkTransferAgreement#page1.tif

CH \$90.00 4041105

source=JNPhillipsTrademarkTransferAgreement#page2.tif

source=JNPhillipsTrademarkTransferAgreement#page3.tif

source=JNPhillipsTrademarkTransferAgreement#page4.tif

TRADEMARK TRANSFER AGREEMENT

THIS TRADEMARK TRANSFER AGREEMENT (“Assignment”), dated as of this 14th day of April, 2022, and effective as of the Effective Date (defined below) is made and entered into by and among Safelite Group, Inc., (“Safelite”), and J.N. Phillips Company, LLC (“J.N. Phillips Company”).

WITNESSETH:

WHEREAS, J.N. Phillips Company was a wholly owned subsidiary of Bowrail Group, Inc. (“Bowrail Group”); and

WHEREAS, Bowrail Group was a wholly owned subsidiary of TruRoad Holdings, Inc. (“TruRoad Holdings”); and

WHEREAS, TruRoad Holdings was wholly owned by COP TruRoad Parent, LLC (“TruRoad Parent”); and

WHEREAS, TruRoad 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 TruRoad Parent (the “Stock Purchase Agreement”); and

WHEREAS, TruRoad Parent sold, assigned, transferred, conveyed and delivered all of its shares, rights, title, and interest in Bowrail Group and J.N. Phillips Company to Safelite under the Stock Purchase Agreement; and

WHEREAS, Safelite has acquired as a condition of the transactions contemplated by the Stock Purchase Agreement, all of J.N. Phillips Company’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**. J.N. Phillips Company hereby acknowledges that, as of the Effective Date, it irrevocably assigned, transferred, and conveyed to Safelite, all of J.N. Phillips Company’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, world-wide rights and other applications and registrations therefor owned by J.N. Phillips Company, 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.

“J.N. PHILLIPS COMPANY”

J.N. PHILLIPS COMPANY, LLC

By: Safelite Group, Inc.

By: 
Brian DiMasi, Assistant General Counsel

“SAFELITE”

SAFELITE GROUP, INC.

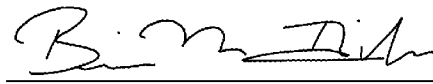
By: 
Brian DiMasi, Assistant General Counsel

EXHIBIT A
ASSIGNED MARKS

	Serial Number	Reg. Number	Word Mark
1	85/242,567	4,041,105	GREENSHIELD WINDSHIELD RECYCLING GUARANTEE AND DESIGN
2	85/243,759	4,034,381	GREENSHIELD WINDSHIELD RECYCLING GUARANTEE EXCLUSIVELY FROM JN PHILLIPS AUTO GLASS AND DESIGN
3	85/242,705	4,059,089	GREENSHIELD