

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safelite Group, Inc.		11/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 King's Arms Yard, Third Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87843313	TECHVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/13/2018		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Safelite Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 13, 2018

- Assignment
- Security Agreement
- Other Supplemental Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust (London) Limited

Street Address: 1 King's Arms Yard, Third Floor

City: London

State: _____

Country: United Kingdom Zip: EC2R 7AF

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 13, 2018
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Supplement No. 1”) dated November 13, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust (London) Limited, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Amended Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement dated as of November 7, 2017 (as amended by the Amendment Agreement, dated December 20, 2017, as further amended by the Incremental Amendment No. 1, dated November 13, 2018, and as further amended and restated, supplemented or otherwise modified from time to time, the “Amended Credit Agreement”) among Belron Group S.A., Belron Finance Limited, the U.S. Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the Collateral Agent, and the other parties thereto, (ii) the Security Agreement dated November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent and (iii) the Trademark Property Security Agreement dated November 7, 2018 (the “Trademark Property Security Agreement”), between the Grantor listed on the signature page thereto and the Collateral Agent. Terms defined in the Amended Credit Agreement, the Security Agreement or the Trademark Property Security Agreement and not otherwise defined herein are used herein as defined in the Amended Credit Agreement, the Security Agreement or the Trademark Property Security Agreement (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this Supplement No. 1 for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) the United States federally registered or applied-for Trademarks set forth in Schedule A hereto, together with all of the goodwill associated therewith;

(ii) all renewals of the foregoing;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property. For the avoidance of doubt, the Collateral shall not include any intent-to-use Trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Supplement No. 1 secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents. Without limiting the generality of the foregoing, this Supplement No. 1 secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement No. 1.

SECTION 4. Execution in Counterparts. This Supplement No. 1 may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Supplement No. 1 has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement No. 1 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS SUPPLEMENT NO. 1 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE

STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS
PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK
GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Supplement No. 1 to be duly executed and delivered by its signatory thereunto duly authorized as of the date first written above.

SAFELITE GROUP, INC.

as Grantor

By: _____


Name: David Meller

Title: Authorized Person

[Garland – Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 006536 FRAME: 0547

WILMINGTON TRUST (LONDON) LIMITED
as Collateral Agent

By: 
Name: _____
Title: Keith Reader
Authorized Signatory

[Garland – Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 006536 FRAME: 0548

SCHEDULE A

REGISTERED AND APPLIED-FOR UNITED STATES TRADEMARKS:

Registrations:

	Owner	Trademark	Serial No.	Filing Date
1.	Safelite Group, Inc.	TECHVANTAGE	87843313	03/22/2018