9. Statement and signature.

Lori E. Lesser, Esq. Name of Person Signing RE(T 01-19-1999

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Safelite Glass Corporation	Name and address of receiving party(ies):
□ Individual(s) □ Association	Name: The Chase Manhattan Bank, as Collateral Agent
☐ General Partnership ☐ Limited Partnership	Internal Address:
□√ Corporation-State (Delaware)	Street Address: 270 Park Avenue
O Other	City: New York State: New York ZIP: 10017
Additional name(s) of conveying party(ics) attached? □ Yes □√ No	
3. Nature of conveyance: $1 - 4 - 99$	□ Individual(s) citizenship
□ Assignment □ Merger	□ Association
O Assignment	□ General Partnership
□ Security Agreement □ Change of Name	□ Limited Partnership
□√Other Document previously recorded at Reel/Frame 1666/0475	D√ Corporation-State New York corporation
contained an error in Property No. 1,798,663. Document re-recorded to	Other If assignee is not domiciled in the United States, a domestic representative designation is
correct on stated recordation	attached: ☐ Yes ☐ √ No (Designation must be a separate document from Assignment)
Execution Date: October 30, 1997	Additional name(s) & address(es) attached? □ Yes □√ No
4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,789,663 (See Schedule D-1 to Socurity Agreement)
Additional numbers atta	uched? ☐ Yes □√ No
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and registrations involved:
Name: Lori E. Lesser, Esq.	
	7. Total fee (37 CFR 3.41):
Internal Address: Simpson Thacher & Bartlett	□√Enclosed
	☐ Authorized to be charged to deposit account
	8. Deposit account number:
Street Address: 425 Lexington Avenue	
	(Attached duplicate copy of this page if paying by deposit account)
City: New York State: New York ZIP: 10017	
	E THIS SPACE 40E
Q Stotement and signature	

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original

Total number of pages comprising cover sheet:

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To the General Sener of Pa 10062	AN DIN BIND KING HE ILE
1. Name of conveying party(ies): Safelite Glass Corporation Individual(s) Association	Name and address of receiving party(ies): Name: The Chase Manhattan Bank, as Collateral Agent
☐ General Partnership ☐ Limited Partnership	Internal Address:
□ Corporation-State (Delaware) □ Other	Street Address: 270 Park Avenue City: New York State: New York ZIP: 10017
Additional name(s) of conveying party(ies) attached? Pres No 3. Nature of conveyance: MRD 11-6-97	□ Individual(s) citizenship
□ Assignment □ Merger Security Agreement □ Change of Name	□ General Partnership
Other	□ Corporation-State New York corporation □ Other If assignee is not domiciled in the United States, a domestic representative designation is
Execution Date: October 30, 1997	attached: (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? □ Yes □ Yes □ √ No
A. Trademark Application No.(s) 75/212,359 (See Schedule D-1 to Security Agreement) Additional numbers attact 5. Name and address of party to whom correspondence	B. Trademark Registration No.(s) 925,280; 1,798,198; 1,798,663; 1,733,733; 1,952,263 (See Schedule D-1 to Security Agreement) hed? □ Yes □ ✓ No 6. Total number of applications and registrations involved:
concerning document should be mailed:	registrations involved.
Name: Raymond M. Maiello, Esq. Internal Address: Simpson Thacher & Bartlett	7. Total fee (37 CFR 3.41):
Street Address: 425 Lexington Avenue	8. Deposit account number: 165E NOBEC
17/1997 SANIBILZ 0000334 7321234 FC:461	(Attached duplicate copy of this page if paying by deposit account)
DO NOT USE	THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is to document. Raymand M. Majello, Esq. Name of Person Signing	rue and correct and any attached copy is a true copy of the original 1 97
	Total manage of Figure 2 and 1

EXECUTION COPY

SECURITY AGREEMENT

among

SAFELITE GLASS CORP.

and

THE CHASE MANHATTAN BANK, as Collateral Agent

Dated as of December 20, 1996

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 20, 1996, among each of the undersigned (each an "Assignor" and, together with any other entity that becomes a party hereto pursuant to Section 10.11 hereof, the "Assignors") and The Chase Manhattan Bank, as Collateral Agent (the "Collateral Agent"), for the benefit of the Secured Creditors (as defined below). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement (as defined below) shall be used herein as therein defined.

WITNESSETH:

WHEREAS, Safelite Glass Corp. (the "Borrower"), the lenders from time to time party thereto (the "Banks"), Bankers Trust Company, as Syndication Agent, Goldman Sachs Credit Partners L.P., as Documentation Agent, and The Chase Manhattan Bank, as Administrative Agent (together with any successor agent, the "Administrative Agent," and together with the Collateral Agent, the Syndication Agent, the Documentation Agent and the Banks, the "Bank Creditors"), have entered into a Credit Agreement, dated as of December 20, 1996 (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of Loans to the Borrower and the issuance of, and participation in, Letters of Credit for the account of the Borrower, all as contemplated therein;

WHEREAS, the Borrower may from time to time be party to one or more (i) interest rate agreements, interest rate cap agreements, interest rate collar agreements or other similar agreements or arrangements, (ii) foreign exchange contracts, currency swap agreements or similar agreements or arrangements designed to protect against the fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (each such agreement or arrangement with an Other Creditor (as hereinafter defined), an "Interest Rate Protection Agreement or Other Hedging Agreement"), with a Bank or an affiliate of a Bank (each such Bank or affiliate, even if the respective Bank subsequently ceases to be a Bank under the Credit Agreement for any reason, together with such Bank's or affiliate's successors and assigns, collectively, the "Other Creditors", and together with the Bank Creditors, the "Secured Creditors");

WHEREAS, pursuant to the Subsidiary Guaranty, each Assignor (other than the Borrower) has jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations and liabilities of the Borrower under or with respect to the

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Credit Documents and the Interest Rate Protection Agreements or Other Hedging Agreements;

WHEREAS, it is a condition precedent to the making of Loans to the Borrower under the Credit Agreement that the Assignors shall have executed and delivered to the Collateral Agent this Agreement; and

WHEREAS, each Assignor desires to execute this Agreement to satisfy the conditions described in the preceding paragraph;

NOW, THEREFORE, in consideration of the benefits accruing to each Assignor, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes the following representations and warranties to the Collateral Agent and hereby covenants and agrees with the Collateral Agent as follows:

ARTICLE I

SECURITY INTERESTS

1.1. Grant of Security Interests. (a) As security for the prompt and complete payment and performance when due of all of its Obligations, each Assignor does hereby assign and transfer unto the Collateral Agent, and does hereby pledge and grant to the Collateral Agent for the benefit of the Secured Creditors, a continuing security interest of first priority in all of the right, title and interest of such Assignor in, to and under all of the following, whether now existing or hereafter from time to time acquired: (i) each and every Receivable, (ii) all Contracts (other than Excluded Contracts except to the extent provided in the definition thereof), together with all Contract Rights arising thereunder, (iii) all Inventory, (iv) all Equipment, (v) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of such Assignor symbolized by the Marks, (vi) all Patents and Copyrights, (vii) all computer programs of such Assignor and all intellectual property rights therein (to the extent not constituting Excluded Contracts) and all other proprietary information of such Assignor, including, but not limited to, trade secrets, (viii) all other Goods, General Intangibles, Chattel Paper, Documents and Instruments, (ix) the Cash Collateral Account and all monies, securities and instruments deposited or required to be deposited in such Cash Collateral Account, and (x) all Proceeds and products of any and all of the foregoing (all of the above, collectively, the "Collateral"). Notwithstanding the foregoing, the term "Collateral" shall not include any Equipment that, as of the date hereof, serves as security for any Existing Indebtedness but only to the extent

that (and so long as) the terms of such Existing Indebtedness specifically prohibit the granting of a prior, pari passu or junior Lien and security interest in such E_{α} ; ment, and then only so long as any such Existing Indebtedness remains outstanding after which time such Equipment shall be subject to the security interests and Liens created by this Agreement.

- (b) The security interest of the Collateral Agent under this Agreement extends to all Collateral of the kind which is the subject of this Agreement which any Assignor may acquire at any time during the continuation of this Agreement.
- 1.2. Power of Attorney. Each Assignor hereby constitutes and appoints the Collateral Agent its true and lawful attorney, irrevocably, with full power after the occurrence of and during the continuance of an Event of Default (in the name of such Assignor or otherwise) to act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to such Assignor under or arising out of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Collateral Agent may deem to be necessary or advisable to protect the interests of the Secured Creditors, which appointment as attorney is coupled with an interest.

ARTICLE II

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Assignor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

2.1. Necessary Filings. All filings, registrations and recordings necessary or appropriate to create, preserve and perfect the security interest granted by such Assignor to the Collateral Agent hereby in respect of the Collateral have been accomplished and the security interest granted to the Collateral Agent pursuant to this Agreement in and to the Collateral creates a perfected security interest therein prior to the rights of all other Persons therein and subject to no other Liens (other than Permitted Liens) and is entitled to all the rights, priorities and benefits afforded by the Uniform Commercial Code or other relevant law as enacted in any relevant jurisdiction to perfected security interests, in each case to the extent that the Collateral consists of the type of property in which a security interest may be perfected by filing a financing statement or other appropriate documents under the Uniform Commercial Code as enacted in any relevant jurisdiction or in the United States Patent and Trademark Office or United States Copyright Office.

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- 2.2. No Liens. Such Assignor is, and as to Collateral acquired by it from time to time a.c., the date hereof such Assignor will be, the owner of, or has rights in, all Collateral free from any Lien, security interest, encumbrance or other right, title or interest of any Person (other than Permitted Liens), and such Assignor shall defend the Collateral to the extent of its rights therein against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Collateral Agent.
- 2.3. Other Financing Statements. As of the date hereof, there is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering any interest of any kind in the Collateral (other than financing statements filed in respect of Permitted Liens), and so long as the Total Commitment has not been terminated or any Note remains unpaid or any of the Obligations remain unpaid or any Interest Rate Protection Agreement or Other Hedging Agreement or Letter of Credit remains in effect (other than Letters of Credit, together with all Fees that have accrued and will accrue thereon through the stated termination date of such Letters of Credit, which have been supported in a manner satisfactory to the Letter of Credit Issuer as provided in the Credit Agreement) or any Obligations are owed with respect thereto, such Assignor will not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by such Assignor or as permitted by the Credit Agreement.
- 2.4. Chief Executive Office; Records. The chief executive office of such Assignor is located at the address or addresses indicated on Annex A hereto for such Assignor. Such Assignor will not move its chief executive office except to such new location as such Assignor may establish in accordance with the last sentence of this Section 2.4. The originals of all documents evidencing all Receivables and Contract Rights of such Assignor and the only original books of account and records of such Assignor relating thereto are, and will continue to be, kept at such chief executive office, at one or more of the locations set forth on Annex B nereto or at such new locations as such Assignor may establish in accordance with the last sentence of this Section 2.4. All Receivables and Contract Rights of such Assignor are, and will continue to be, maintained at, and controlled and directed (including, without limitation, for general accounting purposes) from, the office locations described above or such new location established in accordance with the last sentence of this Section 2.4. No Assignor shall establish new locations for such offices until (i) it shall have given to the Collateral Agent not less than 30 days' prior written notice of its intention to do so, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may reasonably request and (ii) with respect to such new location, it shall have taken all action, satisfactory to the

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Collateral Agent, to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

- 2.5. Location of Inventory and Equipment. (a) All Inventory and Equipment held on the date hereof by each Assignor is located at one of the locations shown on Annex B hereto for such Assignor (other than (i) immaterial portions of Inventory as may be transferred to another location in connection with a sale of such Inventory in the ordinary course of business, so long as such sale occurs within 30 days from the date of such transfer and (ii) various spare parts held for maintenance or repair of Equipment). Each Assignor agrees that all Inventory and Equipment now held or subsequently acquired by it shall be kept at (or shall be in transport to) any one of the locations shown on Annex B hereto, or such new location as such Assignor may establish in accordance with the last sentence of this Section 2.5 (other than (i) immaterial portions of Inventory may be transferred to another location in connection with a sale of such Inventory in the ordinary course of business, so long as such sale occurs within 30 days from the date of such transfer or (ii) various spare parts held for maintenance or repair of Equipment). Any Assignor may establish a new location for Inventory and Equipment only if (i) it shall have given to the Collateral Agent not less than 30 days prior written notice of its intention so to do, clearly describing such new location and providing such other information in connection therewith as the Collateral Agent may request and (ii) with respect to such new location, it shall have taken all action satisfactory to the Collateral Agent to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.
- (b) Inventory and Equipment may be transferred in accordance with the terms of the Credit Agreement subject to procedures set forth herein relating to releases of Collateral.
- 2.6. Trade Names; Change of Name. No Assignor has or operates in any jurisdiction under, or in the preceding 12 months has had or has operated in any jurisdiction under, any trade names, fictitious names or other names except its legal name and such other trade or fictitious names as are listed on Annex C hereto. No Assignor shall change its legal name or assume or operate in any jurisdiction under any trade, fictitious or other name except those names listed on Annex C hereto and new names established in accordance with the last sentence of this Section 2.7. No Assignor shall assume or operate in any jurisdiction under any new trade, fictitious or other name until (i) it shall have given to the Collateral Agent not less than 30 days' prior written notice of its intention so to do, clearly describing such new name and the jurisdictions in which such new name shall be used and providing such other information in connection therewith as the Collateral Agent may request and (ii) with respect to such new name, it shall have taken all action requested by

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the Collateral Agent, to maintain the security interest of the Collateral Agent in the Collateral intended to be granted hereby at all times fully perfected and in full force and effect.

ARTICLE III

SPECIAL PROVISIONS CONCERNING RECEIVABLES; CONTRACT RIGHTS; INSTRUMENTS

- 3.1. Additional Representations and Warranties. As of the time when each of its Receivables arises, each Assignor shall be deemed to have represented and warranted that such Receivable is genuine and represents a bona fide transaction completed in accordance with the terms and provisions contained in any document related thereto and for which payment is owed to Assignor.
- 3.2. Maintenance of Records. Each Assignor will keep and maintain at its own cost and expense accurate records of its Receivables and Contracts, records of all payments received, all credits granted thereon, all merchandise returned and all other dealings therewith, and such Assignor will make the same available on such Assignor's premises to the Collateral Agent for inspection, at such Assignor's own cost and expense, at any and all reasonable times upon reasonable prior notice to an Authorized Officer of such Assignor. Upon the occurrence and during the continuance of an Event of Default and at the request of the Collateral Agent, such Assignor shall, at its own cost and expense, deliver all tangible evidence of its Receivables and Contract Rights (including, without limitation, all documents evidencing the Receivables and all Contracts) and such books and records to the Collateral Agent or to its representatives (copies of which evidence and books and records may be retained by such Assignor). Upon the occurrence and during the continuance of an Event of Default and if the Collateral Agent so directs, such Assignor shall legend, in form and manner satisfactory to the Collateral Agent, the Receivables and the Contracts, as well as books, records and documents (if any) of such Assignor evidencing or pertaining to such Receivables and Contracts with an appropriate reference to the fact that such Receivables and Contracts have been assigned to the Collateral Agent and that the Collateral Agent has a security interest therein.
- 3.3. <u>Direction to Account Debtors; Contracting Parties; etc.</u> Upon the occurrence and during the continuance of an Event of Default, and if the Collateral Agent so directs any Assignor, such Assignor agrees (x) upon the written request of the Collateral Agent, unless an Event of Default of the type specified in Section 9.05 has occurred and is continuing, to cause all payments on account of the Receivables and Contracts to be made

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directly to the Cash Collateral Account, (y) that the Collateral Agent may, at its option, directly notify the obligors with respect to any Receivables and/or under any Contracts to make payments with respect thereto as provided in the preceding clause (x) and (z) that the Collateral Agent may enforce collection of any Receivables and Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Assignor. Without notice to or assent by any Assignor, the Collateral Agent may apply any or all amounts then in, or thereafter deposited in, the Cash Collateral Account which application shall be effected in the manner provided in Section 7.4 of this Agreement. The reasonable costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by the Assignor or the Collateral Agent, shall be borne by the relevant Assignor. The Collateral Agent shall use reasonable efforts to deliver a copy of each notice referred to in the preceding clause (y) to the relevant Assignor not later than the date of delivery of such notice to obligors; provided that the failure by the Collateral Agent to so notify such Assignor shall not affect the effectiveness of such notice or the other rights of the Collateral Agent created by this Section 3.3.

- 3.4. Modification of Terms; etc. No Assignor shall rescind or cancel any indebtedness evidenced by any Receivable or under any Contract, or modify in any material respect any term thereof or make any material adjustment with respect thereto, or extend or renew the same, or compromise or settle any material dispute, claim, suit or legal proceeding relating thereto, or sell any Receivable or Contract, or interest therein, without the prior written consent of the Collateral Agent, except as permitted by Section 3.5 hereof. Each Assignor will duly fulfill all obligations on its part to be fulfilled under or in connection with the Receivables and Contracts and will do nothing to impair the rights of the Collateral Agent in the Receivables or Contracts.
- 3.5. Collection. Each Assignor shall endeavor in accordance with reasonable business practices to cause to be collected from the account debtor named in each of its Receivables or obligor under any Contract, as and when due (including, without limitation, amounts which are delinquent, such amounts to be collected in accordance with generally accepted lawful collection procedures) any and all amounts owing under or on account of such Receivable or Contract, and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable or under such Contract, except that, prior to the occurrence of an Event of Default, any Assignor may allow in the ordinary course of business as adjustments to amounts owing under its Receivables and Contracts (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which such Assignor finds appropriate in accordance with reasonable business judgment and (ii, a refund or credit due as a result of returned or damaged merchandise or improperly performed services or for other reasons which such Assignor finds appropriate in accordance with reasonable business judgment. The

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reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) of collection, whether incurred by an Assignor or the Collateral Agent, shall be borne by the relevant Assignor.

3.6. <u>Instruments</u>. If any Assignor owns or acquires any Instrument constituting Collateral with a face amount of \$500,000 or more, such Assignor will within 10 Business Days notify the Collateral Agent thereof, and upon request by the Collateral Agent will promptly deliver such Instrument to the Collateral Agent appropriately endorsed in blank or to the order of the Collateral Agent as further security hereunder as requested by the Collateral Agent.

ARTICLE IV

SPECIAL PROVISIONS CONCERNING TRADEMARKS

4.1. Additional Representations and Warranties. Each Assignor represents and warrants that it is the true and lawful owner of or otherwise has the right to use the registered Marks listed in Annex D hereto for such Assignor and that said listed Marks constitute all the United States marks and applications for United States marks registered in the United States Patent and Trademark Office that such Assignor presently owns or uses in connection with its business. Each Assignor represents and warrants that it owns, is licensed to use or otherwise has the right to use all Marks that it uses. Each Assignor further warrants that it has no knowledge of any third party claim that any aspect of such Assignor's present or currently contemplated business operations infringes or will infringe any trademark, service mark or trade name held or used by any other party. Each Assignor represents and warrants that it is the true and lawful owner of or otherwise has the right to use all U.S. trademark registrations and applications listed in Annex D hereto and that said registrations are valid, subsisting, have not been cancelled and that such Assignor is not aware of any third-party claim that any of said registrations is invalid or unenforceable, or is not aware that there is any reason that any of said registrations is invalid or unenforceable, or is not aware that there is any reason that any of said applications will not pass to registration. Each Assignor hereby grants to the Collateral Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Mark, and record the same.

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- 4.2. <u>Licenses and Assignments</u>. Except as otherwise permitted by the Credit Agreement or this Agreement, each Assignor hereby agrees not to divest itself of any right under any Mark absent prior written approval of the Collateral Agent.
- 4.3. <u>Infringements</u>. Each Assignor agrees, promptly upon learning thereof, to notify the Collateral Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who such Assignor believes is infringing or diluting or otherwise violating in any material respect any of such Assignor's rights in and to any Mark material to such Assignor's business, or with respect to any party claiming that such Assignor's use of any Mark material to such Assignor's business violates in any material respect any property right of that party. Each Assignor further agrees, absent direction by the Collateral Agent to the contrary, diligently to prosecute if it determines to do so in accordance with reasonable business judgment any Person infringing any such Mark owned by such Assignor, in accordance with reasonable business practices.
- 4.4. <u>Preservation of Marks</u>. Each Assignor agrees to use its Marks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve such Marks as trademarks or service marks under the laws of the United States; <u>provided</u> that no Assignor shall be obligated to preserve any Mark in the event such Assignor determines, in its reasonable business judgment, that the preservation of such Mark is no longer desirable in the conduct of its business.
- 4.5. Maintenance of Registration. Each Assignor shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq. to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its registered Marks pursuant to 15 U.S.C. §§ 1058(a), 1059 and 1065, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Collateral Agent; provided that no Assignor shall be obligated to maintain registration of any Mark in the event that such Assignor determines, in its reasonable business judgment, that such maintenance of such Mark is no longer necessary or desirable in the conduct of its business. Each Assignor agrees to notify the Collateral Agent three (3) months prior to the dates on which the affidavits of use or the applications for renewal registration are due with respect to any registered Mark that the affidavits of use or the renewal is being processed or being abandoned, as the case may be.

- 4.6. <u>Future Registered Marks</u>. If any Mark registration issues hereafter to any Assignor as a result of any application now or hereafter pending before the United States Patent and Trademark Office, such Mark shall be deemed to have been assigned by such Assignor for security to the Collateral Agent and within 30 days of receipt of a certificate of registration, such Assignor shall deliver to the Collateral Agent a copy of such certificate, and an assignment for security in such Mark, to the Collateral Agent and at the expense of such Assignor, confirming the assignment for security in such Mark to the Collateral Agent hereunder, the form of such security to be substantially the same as the form hereof or in such other form as may be reasonably satisfactory to the Collateral Agent.
- 4.7. Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent may, by written notice to the relevant Assignor, take any or all of the following actions: (i) declare the entire right, title and interest of such Assignor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested in the Collateral Agent for the benefit of the Secured Creditors, in which event such rights, title and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Creditors, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 4.1 hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency; (ii) take and use or sell the Marks and the goodwill of such Assignor's business symbolized by the Marks and the right to carry on the business and use the assets of such Assignor in connection with which the Marks have been used; and (iii) direct such Assignor to refrain, in which event such Assignor shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Collateral Agent, execute such other and further documents that the Collateral Agent may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Collateral Agent.

ARTICLE V

SPECIAL PROVISIONS CONCERNING PATENTS, COPYRIGHTS AND TRADE SECRETS

5.1. Additional Representations and Warranties. Each Assignor represents and warrants that it is the true and lawful owner or licensee of all rights in (i) all material United States trade secrets and proprietary information necessary to operate the business of the Assignor (the "Trade Secret Rights"), (ii) the Patents listed in Annex E hereto for such Assignor and that said Patents constitute all the United States patents and applications for United States patents that such Assignor now owns and (iii) the Copyrights listed in Annex

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F hereto for such Assignor and that said Copyrights constitute all registrations of United States copyrights and applications for United States copyright registrations that such Assignor now owns. Each Assignor further warrants that it has no knowledge of any third party claim that any aspect of such Assignor's present or currently contemplated business operations infringes or will infringe any patent or any copyright owned or held by any other party or such Assignor has misappropriated any trade secret or proprietary information owned or held by any other party. Each Assignor hereby grants to the Collateral Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of any Event of Default, any document which may be required by the United States Patent and Trademark Office or the United States Copyright Office in order to effect an absolute assignment of all right, title and interest in each Patent and Copyright, and to record the same.

- 5.2. <u>Licenses and Assignments</u>. Except as otherwise permitted by the Credit Agreement or this Agreement, each Assignor hereby agrees not to divest itself of any right under any Patent or Copyright absent prior written approval of the Collateral Agent.
- 5.3. <u>Infringements</u>. Each Assignor agrees, promptly upon learning thereof, to furnish the Collateral Agent in writing with all pertinent information available to such Assignor with respect to any infringement, contributing infringement or active inducement to infringe in any Patent or Copyright material to such Assignor's business or to any claim that the practice of any such Patent or the use of any such Copyright violates any property right of a third party, or with respect to any misappropriation of any Trade Secret Right material to such Assignor's business or any claim that practice of any such Trade Secret Right violates any property right of a third party. Each Assignor further agrees, absent direction of the Collateral Agent to the contrary, diligently to prosecute, if it determines to do so in accordance with reasonable business judgment, any Person infringing any Patent or Copyright or any Person misappropriating any Trade Secret Right in accordance with reasonable business practices.
- 5.4. Maintenance of Patents. At its own expense, each Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. § 41 to maintain in force rights under each Patent, absent prior written consent of the Collateral Agent; provided that no Assignor shall be obligated to maintain any Patent in the event such Assignor determines, in its reasonable business judgment, that the maintenance of such Patent is no longer necessary or desirable in the conduct of its business.
- 5.5. <u>Prosecution of Patent Application</u>. At its own expense, each Assignor shall diligently prosecute all applications for United States Patents listed in Annex E hereto for such Assignor and shall not abandon any such application prior to exhaustion of all

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administrative and judicial remedies, absent written consent of the Collateral Agent; provided that he has signor shall be obligated to prosecute any application in the event such Assignor determines, in its reasonable business judgment, that the prosecuting of such application is no longer necessary or desirable in the conduct of its business.

- 5.6. Other Patents and Copyrights. Within 30 days of the acquisition or issuance of a United States Patent, registration of a Copyright, or acquisition of a registered Copyright, or of filing of an application for a United States Patent or Copyright, such United States Patent or Copyright shall be deemed to have been assigned by such Assignor for security to the Collateral Agent, and the relevant Assignor shall deliver to the Collateral Agent a copy of said Copyright or certificate or registration of, or application therefor, said Patents, as the case may be, with an assignment for security as to such Patent or Copyright, as the case may be, to the Collateral Agent and at the expense of such Assignor, confirming the assignment for security, the form of such assignment for security to be substantially the same as the form hereof or in such other form as may be reasonably satisfactory to the Collateral Agent.
- 5.7. Remedies. If an Event of Default shall occur and be continuing, the Collateral Agent may by written notice to the relevant Assignor, take any or all of the following actions: (i) declare the entire right, title, and interest of such Assignor in each of the Patents and Copyrights vested in the Collateral Agent for the benefit of the Secured Creditors, in which event such right, title, and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Creditors, in which case the Collateral Agent shall be entitled to exercise the power of attorney referred to in Section 5.1 hereof to execute, cause to be acknowledged and notarized and to record said absolute assignment with the applicable agency; (ii) take and practice or sell the Patents and Copyrights; and (iii) direct such Assignor to refrain, in which event such Assignor shall refrain, from practicing the Patents and using the Copyrights directly or indirectly, and such Assignor shall execute such other and further documents as the Collateral Agent may request further to confirm this and to transfer ownership of the Patents and Copyrights to the Collateral Agent for the benefit of the Secured Creditors.

ARTICLE VI

PROVISIONS CONCERNING ALL COLLATERAL

6.1. Protection of Collateral Agent's Security. Each Assignor will do nothing to impair the rights of the Collateral Agent in the Collateral. Each Assignor will at all times keep its Inventory and Equipment insured in favor of the Collateral Agent, at

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such Assignor's own expense to the extent and in the manner provided in the Credit Agreement; all pulliles or certificates with respect to such insurance (and any other insurance maintained by such Assignor) (i) shall be endorsed to the Collateral Agent's satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as additional insured and loss payee) and (ii) shall state that such insurance policies shall not be cancelled or revised without at least 30 days' prior written notice thereof by the insurer to the Collateral Agent; and certified copies of such policies or certificates shall be deposited with the Collateral Agent. If any Assignor shall fail to insure its Inventory and Equipment in accordance with the preceding sentence, or if any Assignor shall fail to so endorse and deposit all policies or certificates with respect thereto, the Collateral Agent shall have the right (but shall be under no obligation) to procure such insurance and such Assignor agrees to promptly reimburse the Collateral Agent for all costs and expenses of procuring such insurance. Except as otherwise permitted to be retained by the relevant Assignor pursuant to the Credit Agreement, the Collateral Agent shall, at the time such proceeds of such insurance are distributed to the Secured Creditors, apply such proceeds in accordance with Section 7.4 hereof. Each Assignor assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of such Assignor to pay the Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Assignor.

- 6.2. <u>Further Actions</u>. Each Assignor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Collateral Agent from time to time such lists, descriptions and designations of its Collateral, warehouse receipts, receipts in the nature of warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which the Collateral Agent deems reasonably appropriate or advisable to perfect, preserve or protect its security interest in the Collateral.
- 6.3. Financing Statements. Each Assignor agrees to execute and deliver to the Collateral Agent, such financing statements, in form reasonably acceptable to the Collateral Agent, as the Collateral Agent may from time to time reasonably request or as are necessary or desirable in the opinion of the Collateral Agent to establish and maintain a valid, enforceable, first priority perfected security interest in the Collateral as provided herein and the other rights and security contemplated hereby all in accordance with the Uniform Commercial Code as enacted in any and all relevant jurisdictions or any other relevant law. Each Assignor will pay any applicable filing fees, recordation taxes and related expenses relating to its Collateral. Each Assignor hereby authorizes the Collateral

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Agent to file any such financing statements without the signature of such Assignor where permitted by law.

ARTICLE VII

REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT

- 7.1. Remedies; Obtaining the Collateral Upon Default. Each Assignor agrees that, if any Event of Default shall have occurred and be continuing, then and in every such case, the Collateral Agent, in addition to any rights now or hereafter existing under applicable law, shall have all rights as a secured creditor under the Uniform Commercial Code in all relevant jurisdictions and may:
 - (i) personally, or by agents or attorneys, immediately take possession of the Collateral or any part thereof, from such Assignor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon such Assignor's premises where any of the Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of such Assignor;
 - (ii) instruct the obligor or obligors on any agreement, instrument or other obligation (including, without limitation, the Receivables and the Contracts) constituting the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Collateral Agent;
 - (iii) withdraw all monies, securities and instruments in the Cash Collateral Account for application to the Obligations in accordance with Section 7.4 hereof;
 - (iv) sell, assign or otherwise liquidate any or all of the Collateral or any part thereof in accordance with Section 7.2 hereof, or direct the relevant Assignor to sell, assign or otherwise liquidate any or all of the Collateral or any part thereof, and, in each case, take possession of the proceeds of any such sale or liquidation;
 - (v) take possession of the Collateral or any part thereof, by directing the relevant Assignor in writing to deliver the same to the Collateral Agent at any place or places designated by the Collateral Agent, in which event such Assignor shall at its own expense:

- . (x) forthwith cause the same to be moved to the place or places so designated by the Collateral Agent and there delivered to the Collateral Agent;
- (y) store and keep any Collateral so delivered to the Collateral Agent at such place or places pending further action by the Collateral Agent as provided in Section 7.2 hereof; and
- (z) while the Collateral shall be so stored and kept, provide such guards and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition; and
- (vi) license or sublicense, whether on an exclusive or nonexclusive basis, any Marks, Patents or Copyrights included in the Collateral for such term and on such conditions and in such manner as the Collateral Agent shall in its sole judgment determine (taking into account such provisions as may be necessary to protect and preserve such Marks, Patents or Copyrights);

it being understood that each Assignor's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Collateral Agent shall be entitled to a decree requiring specific performance by such Assignor of said obligation. The Secured Creditors agree that this Agreement may be enforced only by the action of the Administrative Agent or the Collateral Agent, in each case acting upon the instructions of the Required Banks (or, after the date on which all Credit Document Obligations have been paid in full, the holders of at least the majority of the outstanding Other Obligations) and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent or the Collateral Agent or the holders of at least a majority of the outstanding Interest Rate Obligations, as the case maybe, for the benefit of the Secured Creditors upon the terms of this Agreement.

7.2. Remedies: Disposition of the Collateral. Any Collateral repossessed by the Collateral Agent under or pursuant to Section 7.1 hereof and any other Collateral whether or not so repossessed by the Collateral Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Collateral Agent may, in compliance with any mandatory requirements of applicable law, determine to be commercially reasonable. Any of the Collateral may be sold, leased or otherwise disposed

of, in the condition in which the same existed when taken by the Collateral Agent or after any overhaul or repair at the expense of the relevant Assignor which the Collateral Agent shall determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than 10 days' written notice to the relevant Assignor specifying the time at which such disposition is to be made and the intended sale price or other consideration therefor, and shall be subject, for the 10 days after the giving of such notice, to the right of the relevant Assignor or any nominee of such Assignor to acquire the Collateral involved at a price or for such other consideration at least equal to the intended sale price or other consideration so specified. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than 10 days' written notice to the relevant Assignor specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the Collateral Agent's option, be subject to reserve), after publication of notice of such auction not less than 10 days prior thereto in two newspapers in general circulation in the City of New York. To the extent permitted by any such requirement of law, the Co'lateral Agent may bid for and become the purchaser of the Collateral or any item thereof, offered for sale in accordance with this Section without accountability to the relevant Assignor. If, under mandatory requirements of applicable law, the Collateral Agent shall be required to make disposition of the Collateral within a period of time which does not permit the giving of notice to the relevant Assignor as hereinabove specified, the Collateral Agent need give such Assignor only such notice of disposition as shall be reasonably practicable in view of such mandatory requirements of applicable law.

- 7.3. Waiver of Claims. Except as otherwise provided in this Agreement, EACH ASSIGNOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH THE COLLATERAL AGENT'S TAKING POSSESSION OR THE COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH SUCH ASSIGNOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and each Assignor hereby further waives, to the extent permitted by law:
 - (i) all damages occasioned by such taking of possession except any damages which are the direct result of the Collateral Agent's gross negligence or willful misconduct;

- (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Collateral Agent's rights hereunder; and
- (iii) all rights of redemption, appraisement, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale of the Collateral or any portion thereof, and each Assignor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the relevant Assignor therein and thereto, and shall be a perpetual bar both at law and in equity against such Assignor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under such Assignor.

- 7.4. Application of Proceeds. (a) All moneys collected by the Collateral Agent (or, to the extent the Pledge Agreement, the Mortgages or Additional Security Documents require proceeds of collateral under such Security Documents to be applied in accordance with the provisions of this Agreement, the Pledgee or Mortgagee under such other Security Document) upon any sale or other disposition of the Collateral, together with all other moneys received by the Collateral Agent hereunder, shall be applied as follows:
 - (i) first, to the payment of all Obligations owing the Collateral Agent of the type provided in clauses (iii) and (iv) of the definition of Obligations;
 - (ii) second, to the extent proceeds remain after the application pursuant to the preceding clause (i), an amount equal to the outstanding Obligations shall be paid to the Secured Creditors as provided in Section 7.4(c) hereof with each Secured Creditor receiving an amount equal to its outstanding Obligations or, if the proceeds are insufficient to pay in full all such Obligations, its Pro Rata Share of the amount remaining to be distributed; and
 - (iii) third, to the extent proceeds remain after the application pursuant to the preceding clauses (i) and (ii) and following the termination of this Agreement pursuant to Section 10.8 hereof, to the relevant Assignor or, to the extent directed by such Assignor or a court of competent jurisdiction, to whomever may be lawfully entitled to receive such surplus.

- (b) For purposes of this Agreement, "Pro Rata Share" shall mean, when calculating a Secured Creditor's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Creditor's Obligations and the denominator of which is the then outstanding amount of all Obligations.
- (c) All payments required to be made to the Bank Creditors hereunder shall be made to the Agent under the Credit Agreement for the account of the Bank Creditors and all payments required to be made to the Other Creditors hereunder shall be made directly to the respective Other Creditors.
- (d) For purposes of applying payments received in accordance with this Section 7.4, the Collateral Agent shall be entitled to rely upon (i) the Administrative Agent under the Credit Agreement and (ii) the Other Creditors for a determination (which the Administrative Agent, each Other Creditor and the Secured Creditors agree (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Obligations owed to the Bank Creditors or the Other Creditors, as the case may be. Unless it has actual knowledge (including by way of written notice from a Bank Creditor or an Other Creditor) to the contrary, the Administrative Agent under the Credit Agreement, in furnishing information pursuant to the preceding sentence, and the Collateral Agent, in acting hereunder, shall be entitled to assume that (x) no Credit Document Obligations other than principal, interest and regularly accruing fees are owing to any Bank Creditor and (y) no Interest Rate Protection Agreement or Other Hedging Agreement, or Other Obligations in respect thereof, are in existence.
- (e) It is understood that the Assignors shall remain jointly and severally liable to the extent of any deficiency remaining in the Obligations after receipt of the proceeds of the Collateral.
- 7.5. Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Collateral Agent shall be in addition to every other right, power and remedy specifically given under this Agreement, the Interest Rate Protection Agreements or Other Hedging Agreements, the other Credit Documents or now or hereafter existing at law, in equity or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Collateral Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Collateral Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right,

power or remedy or shall be construed to be a waiver of any Default or Event of Default or an acquiescence therein. No notice to or demand on any Assignor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Collateral Agent to any other or further action in any circumstances without notice or demand. In the event that the Collateral Agent shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Collateral Agent may recover reasonable expenses, including attorneys' fees, and the amounts thereof shall be included in such judgment.

7.6. Discontinuance of Proceedings. In case the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case the relevant Assignor, the Collateral Agent and each holder of any of the Obligations shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of the Collateral Agent shall continue as if no such proceeding had been instituted.

ARTICLE VIII

INDEMNITY

8.1. <u>Indemnity</u>. (a) Each Assignor jointly and severally agrees to indemnify, reimburse and hold the Collateral Agent, each other Secured Creditor and their respective successors, permitted assigns, employees, agents and servants (hereinafter in this Section 8.1 referred to individually as "Indemnitee," and collectively as "Indemnitees") harmless from any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs, expenses or disbursements (including attorneys' fees and expenses) (for the purposes of this Section 8.1 the foregoing are collectively called "expenses") of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement, any Interest Rate Protection Agreement or Other Hedging Agreement, any other Credit Document or any other document executed in connection herewith or therewith or in any other way connected with the administration of the transactions contemplated hereby or thereby or the enforcement of any of the terms of, or the preservation of any rights under any thereof, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including, without limitation, latent or other defects,

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whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee), or property damage), or contract claim; provided that no Indemnitee shall be indemnified pursuant to this Section 8.1(a) for losses, damages or liabilities to the extent caused by the gross negligence or willful misconduct of such Indemnitee. Each Assignor agrees that upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the relevant Assignor shall assume full responsibility for the defense thereof. Each Indemnitee agrees to use its best efforts to promptly notify the relevant Assignor of any such assertion of which such Indemnitee has knowledge.

- (b) Without limiting the application of Section 8.1(a) hereof, each Assignor agrees, jointly and severally, to pay, or reimburse the Collateral Agent for any and all reasonable fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Collateral Agent's Liens on, and security interest in, the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral, provided that the Collateral Agent shall not pay amounts due with respect to taxes, Liens or insurance in respect of the Collateral unless such Assignor shall have failed to do so following notice by the Collateral Agent.
- (c) If and to the extent that the obligations of any Assignor under this Section 8.1 are unenforceable for any reason, such Assignor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.
- 8.2. <u>Indemnity Obligations Secured by Collateral: Survival.</u> Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Obligations secured by the Collateral. The indemnity obligations of each Assignor contained in this Article VIII shall continue in full force and effect notwithstanding the full payment of all the Notes issued under the Credit Agreement, the termination of all Interest Rate Protection Agreements or Other Hedging Agreements and the payment of all other Obligations and notwithstanding the discharge thereof.

ARTICLE IX

DEFINITIONS

The following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Administrative Agent" shall have the meaning provided in the recitals to this Agreement.

"Agreement" shall mean this Security Agreement as the same may be modified, supplemented or amended from time to time in accordance with its terms.

"Assignor" shall have the meaning provided in the first paragraph of this Agreement.

"Bank Creditors" shall have the meaning provided in the recitals to this Agreement.

"Banks" shall have the meaning provided in the recitals to this Agreement.

"Borrower" shall have the meaning provided in the recitals to this Agreement.

"Cash Collateral Account" shall mean a non-interest bearing cash collateral account maintained with, and in the sole dominion and control of, the Collateral Agent for the benefit of the Secured Creditors.

"Chattel Paper" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Class" shall have the meaning provided in Section 10.2 of this Agreement.

"Collateral" shall have the meaning provided in Section 1.1(a) of this Agreement.

"Collateral Agent" shall have the meaning provided in the first paragraph of this Agreement.

"Contract Rights" shall mean all rights of any Assignor (including, without limitation, all rights to payment) under each Contract (including each Excluded Contract the extent provided in the definition thereof).

"Contracts" shall mean all contracts (other than Excluded Contracts except to the extent provided in the definition thereof) between any Assignor and one or more additional parties (including, without limitation, any Interest Rate Protection Agreements or Other Hedging Agreements).

"Copyrights" shall mean any United States or foreign copyright owned by any Assignor, including any registrations of any Copyrights, in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by any Assignor.

"Credit Agreement" shall have the meaning provided in the recitals to this Agreement.

"Credit Document Obligations" shall have the meaning provided in the definition of "Obligations" in this Article IX.

"Default" shall mean any event which, with notice or lapse of time, or both, would constitute an Event of Default.

"Documents" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Assignor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Excluded Contracts" shall mean one or more Contracts which by their terms would be breached by the grant of the security interests created therein pursuant to the terms of this Agreement (it being understood and agreed, however, that notwithstanding the foregoing, all rights to payment for money due or to become due pursuant to any Excluded Contract shall be subject to the security interests created pursuant to this Agreement).

"Event of Default" shall mean any Event of Default under, and as defined in, the Credit Agreement and shall in any event, without limitation, include any payment default on any of the Obligations after the expiration of any applicable grace period.

"General Intangibles" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Indemnitee" shall have the meaning provided in Section 8.1 of this Agreement.

"Instrument" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Interest Rate Protection Agreements or Other Hedging Agreements" shall have the meaning provided in the recitals to this Agreement.

"Inventory" shall mean merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same; in all stages of production -- from raw materials through work-in-process to finished goods -- and all products and proceeds of whatever sort and wherever located and any portion thereof which may be returned, rejected, reclaimed or repossessed by the Collateral Agent from any Assignor's customers, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor.

"Liens" shall mean any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest in a financing lease or analogous instrument, in, of, or on any Assignor's property.

"Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by any Assignor, including any registration of any trademarks and service marks, or the equivalent thereof in any foreign country in the United States Patent and Trademark Office and any trade dress including logos and/or designs used by any Assignor in the United States or any foreign country.

"Obligations" shall mean (i) all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) and liabilities of each Assignor, now existing or hereafter incurred under, arising out of or in connection with any Credit Document to which such Assignor is a party and the due performance and compliance by each Assignor with the terms of each such Credit Document (all such obligations and liabilities under this clause (i), except to the extent consisting of obligations or indebtedness with respect to Interest Rate Protection Agreements or Other Hedging Agreements, being herein collectively called the "Credit Document Obligations"); (ii) all obligations (including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) and liabilities of each Assignor now existing or hereafter incurred under, arising out of or in connection with any Interest Rate Protection Agreement or Other Hedging Agreement including, in the case of Assignors other than the Borrower, all obligations of such Assignor under its Guaranty in respect of Interest Rate Protection Agreements or Other Hedging Agreements (all such obligations and liabilities under this clause (ii) being herein collectively called the "Other Obligations"); (iii) any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral; (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of each Assignor referred to in clauses (i) and (ii), after an Event of Default shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs; and (v) all amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement under Section 8.1 of this Agreement.

"Other Creditors" shall have the meaning provided in the recitals to this Agreement.

"Other Obligations" shall have the meaning provided in the definition of "Obligations" in this Article IX.

"Patents" shall mean any United States or foreign patent to which any Assignor now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by any Assignor.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or any Assignor from time to time with respect to any of the Collateral, (ii) any and all payments (in any

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form whatsoever) made or due and payable to any Assignor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Pro Rata Share" shall have the meaning provided in Section 7.4(b) of this Agreement.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by any Assignor and, in any event, shall include, but shall not be limited to, all of such Assignor's rights to payment for goods sold or leased or services performed by such Assignor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by such Assignor to secure the foregoing, (b) all of any Assignor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto and (h) all other writings related in any way to the foregoing.

"Requisite Creditors" shall have the meaning provided in Section 10.2 of this Agreement.

"Secured Creditors" shall have the meaning provided in the recitals to this Agreement.

"Termination Date" shall have the meaning provided in Section 10.8 of this Agreement.

"Trade Secret Rights" shall have the meaning provided in Section 5.1 of this Agreement.

ARTICLE X

MISCELLANEOUS

- 10.1. <u>Notices</u>. Except as otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, addressed:
 - (a) if to any Assignor, at it address set forth opposite its signature below;
 - (b) if to the Collateral Agent:

The Chase Manhattar Bank 270 Park Avenue New York, New York 10017 Attention: Richard Gallant Telephone No.: 270-3497 Facsimile No.: 270-1063

- (c) if to any Bank Creditor (other than the Collateral Agent), at such address as such Bank Creditor shall have specified in the Credit Agreement;
- (d) if to any Other Creditor, at such address as such Other Creditor shall have specified in writing to each Assignor and the Collateral Agent;

or at such other address as shall have been furnished in writing by any Person described above to the party required to give notice hereunder.

10.2. Waiver; Amendment. None of the terms and conditions of this Agreement may be changed waived modified or varied in any manner whatsoever unless in writing duly signed by each Assignor directly affected thereby and the Collateral Agent (with the consent of (x) either the Required Banks or, to the extent required by Section 12.12 of the Credit Agreement, all of the Banks at all times prior to the time on which all Credit Document Obligations have been paid in full or (y) the holders of at least a majority of the outstanding Other Obligations at all times after the time on which all Credit Document Obligations have been paid in full); provided that any change, waiver, modification or variance affecting the rights and benefits of a single Class of Secured Credi-

tors (and not all Secured Creditors in a like or similar manner) shall require the written consent of the Requisite Creditors of such Class of Secured Creditors. For the purpose of this Agreement the term "Class" shall mean each class of Secured Creditors, i.e., whether (x) the Bank Creditors as holders of the Credit Document Obligations or (y) the Other Creditors as the holders of the Other Obligations. For the purpose of this Agreement, the term "Requisite Creditors" of any Class shall mean each of (x) with respect to the Credit Document Obligations, the Required Banks and (y) with respect to the Other Obligations, the holders of at least a majority of all obligations outstanding from time to time under the Interest Rate Protection Agreements or Other Hedging Agreements.

- 10.3. Obligations Absolute. The obligations of each Assignor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of such Assignor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement, any other Credit Document or any Interest Rate Protection Agreement or Other Hedging Agreement; or (c) any amendment to or modification of any Credit Document or any Interest Rate Protection Agreement or Other Hedging Agreement or any security for any of the Obligations; whether or not any Assignor shall have notice or knowledge of any of the foregoing.
- Assignor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns; provided that no Assignor may transfer or assign any or all of its rights or obligations hereunder without the prior written consent of the Collateral Agent. All agreements, statements, representations and warranties made by each Assignor herein or in any certificate or other instrument delivered by such Assignor or on its behalf under this Agreement shall be considered to have been relied upon by the Secured Creditors and shall survive the execution and delivery of this Agreement, the other Credit Documents and the Interest Rate Protection Agreements or Other Hedging Agreements regardless of any investigation made by the Secured Creditors or on their behalf.
- 10.5. <u>Headings Descriptive</u>. The headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.
- 10.6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

- 10.7. Assignor's Duties. It is expressly agreed, anything herein contained to the contrary modifications, that each Assignor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Collateral and the Collateral Agent shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of each Assignor under or with respect to any Collateral.
- (a) After the Termination Date, 10.8. Termination; Release. Agreement shall terminate (provided that all indemnities set forth herein including, without limitation, in Section 8.1 hereof shall survive such termination) and the Collateral Agent, at the request and expense of the respective Assignor, will promptly execute and deliver to such Assignor a proper instrument or instruments (including Uniform Commercial Code termination statements on form UCC-3) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Collateral Agent and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement. As used in this Agreement, "Termination Date" shall mean the date upon which the Total Commitment and all Interest Rate Protection Agreements or Other Hedging Agreements have been terminated, no Note or Letter of Credit is outstanding (other than Letters of Credit, together with all Fees that have accrued and will accrue thereon through the stated termination date of such Letters of Credit, which have been supported in a manner satisfactory to the Letter of Credit Issuer in its sole and absolute discretion) and all other Obligations (other than any indemnities described in Section 8.1 hereof and in Section 12.13 of the Credit Agreement which are not then due and payable) have been paid in full.
- (b) In the event that any part of the Collateral is sold or otherwise disposed in connection with a sale or other disposition permitted by Section 8.02 of the Credit Agreement or is otherwise released at the direction of the Required Banks (or all the Banks if required by Section 12.12 of the Credit Agreement), the Collateral Agent, at the request and expense of such Assignor, will duly release from the security interest created hereby and assign, transfer and deliver to such Assignor (without recourse and without any representation or warranty) such of the Collateral as is then being (or has been) so sold or released and as may be in the possession of the Collateral Agent and has not theretofore been released pursuant to this Agreement.
- (c) At any time that the respective Assignor desires that Collateral be released as provided in the foregoing Section 10.8(a) or (b), it shall deliver to the Collateral

Agent a certificate signed by an Authorized Officer stating that the release of the respective Collateral is permiss 1 pursuant to Section 10.8(a) or (b) hereof.

- 10.9. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Collateral Agent.
- 10.10. The Collateral Agent. The Collateral Agent will hold in accordance with this Agreement all items of the Collateral at any time received under this Agreement. It is expressly understood and agreed that the obligations of the Collateral Agent as holder of the Collateral and interests therein and with respect to the disposition thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement. The Collateral Agent shall act hereunder on the terms and conditions set forth in Section 11 of the Credit Agreement.
- 10.11. <u>Additional Assignors</u>. It is understood and agreed that any Subsidiary of the Borrower that is required to execute a counterpart of this Agreement after the date hereof pursuant to Sections 7.13 and/or 8.15 of the Credit Agreement shall automatically become an Assignor hereunder by executing a counterpart hereof and delivering the same to the Collateral Agent.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Address: Safelite Glass Corp. 1105 Schrock Road Columbus, OH 43229

Attention: Douglas A. Herron

SAFELITE GLASS CORP., as an Assignor

Title:

THE CHASE MANHATTAN BANK, as Collateral Agent

Title:

N.F- . -- -

SCHEDULE OF CHIEF EXECUTIVE OFFICES AND OTHER RECORD LOCATIONS

1105 Schrock Road Columbus, OH 43227 (as to both Borrower and SGC Franchising Corp.)

142041-1

SCHEDULE OF INVENTORY AND EQUIPMENT LOCATIONS

- 1. <u>Borrower</u> Schedule B-1 attached hereto sets forth all of the locations where Inventory or Equipment is located.
- 2. <u>SGC Franchising Corp.</u> The foregoing Assignor owns no material Inventory or Equipment on the date hereof.

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7005 Federal (Bvd	WESTURNSTER	8	ş			31 Mar 2002		836.	67,13	07/915	9				;	\$CC03	3	8178.72
200 Hardh Ave.	BRIDGEPORT	ច !	8 :			30.Apr 499	>	109,53	\$5,702	25,155	20.03	\$10 gr	3.0	220,280	070.5	1003	8	\$12,7612
	EHWETFORD	5 1	ì			COOMMED					į					3	я	542,334
1366 Olived Ave	MADON	5 1	3 3			31 Aug 2002		0C1.03	11 XX	\$25,600	24,20	27 440	CAN ACT	8	Ş			
770 November 6	MICCLETOWN	5 1	3 5			30.4pr.3001		133	20,702	\$16,212	\$16,212	\$16212	\$ 14 2 to		250,400	<u>9</u>	20	\$201,875
576 (Bushan Post Rd	MECONO	5 1	2			31 May 2000	>	8	¥	201,100	137,1650	900	200	1		Š	z	195,978
MOTO W Main of	NEW BRITAIN	5 1	ē :			31 Mar 47		300	8 78	84 ,080						8	3	51.0C.13
M pand 9/2	· NEW CONCOR	5 t	ī			8 4 5	-	805. €	000	000 153	200					•	ro (35.730
	MUNNALA	; t	8 5					8.	27 000	115,000	\$1,000					3	₽ ;	Ĭ
	MUMMCH	5 (3 3			8 4 4 4	1	88	51,720	\$10,320	\$ 10,320	25.50					7 (3
1447 Burner Street	SIAMPORU	<u>ت</u> :	3			10 Nov 2000	-	3	\$000 000	8 73	256,600	22,000	258 800				2	93
WW How Erlan A.e	MINK COO	5 6	7 2			3000		00,73	8	009'/25	\$27,600	\$20,700	<u> </u>			ā	₽;	10.000
THE PARTY OF THE P	WAILDBOKE	5 5	3			200		2 :	8	15,000	\$15,000	\$15,000	115,000			7007	द ३	
	WAS SERVICE TO A	3 5	9			8 4 9 8			27,000	\$;						Š	; •	
A Mill Dennet House	COMER	3 18	Ā			31-May 2001		203		8 3	9					<u> </u>	• 9	27.71
	GEORGETOWN	8	8			140011		5	701	77.	211,112	\$11,712	\$11,712	7. 80		3	: 19	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Sil Patriotic Po	NOTIN WILMINGTON	1 NO X	ĕ			3.44		92.5								!	2	3
4772 l'Ohessed Herr	WEMBERSTON	8	×			31 Oct 2000	-	37.53			***						•	11.20
2-Ol 10 terosal Hery	WILHBOTON	8	3			X0-04-3000	-	200	900								\$	\$180,300
270 S Clade Havy	CORAL CABLES	d	2			31-04-68	-	100	20.03	07	2.01	Ž.	X.			ş	\$	818,768
2005 9 Compress Ave. Ste D	DEL RAY MEACH	₫	¥			30 Nov-08		82,008	2	22.23	\$70.572					₹ 745	*	\$50,674
	FT IMICIBIONLE	ď	7			31-May 47		88	31,780	3						;	Ľ.	15, 50
N735 Feater St	FT MYERS	d	ž			877		1000	\$7,314	143,004	3. 3.	505,500				272	~ ;	17,6 13
1535 K. W. OR G.	OMESMLE	₫ :	= :			\$ 00 ×		10,13	\$2,8G2	\$11,112	\$14,310						R 2	2129.000
245.0 8 Mandro	MCKSOWALLE	c :	<u> </u>			8	>	\$3,015	3	\$36,160	\$36,160	\$18,000				•	.	
6120 Beach Glad	MORSONALLE	≓ 0	1 2			31.A.m. 2001		25.5	3 :	S :						\$215	7 ~	
SCO E Memorial Gra		٤ د	! :					27.75	201.53	251 153	531,152	131,152	\$31,152	\$70,766		P(C)	. 5	
819 W Milespuri Ave	2460	2 4	9			11-140			76.7	779 177	251672	\$21,672	\$21,612				: 🗢	8
THEOL IN GLIBBO PAR S.	TADIAIDEL	: a	200			10.40x 9/				22,401							•	53,63
IZUE ACTION	MACINA MA	ť æ	2			COOWED		Ē	Ž.	3							. φ	3
ADTO Publicant Homost	MARES	: =	33			CD-Nov-87		\$2,901	\$5,602	010 621								
ects us herr 19	NEW PORT RITCHE	ď	ž			31-24-2001		\$2,086	ĭ	\$25,186	801 CZ	M1 523				£173	≃ :	£36,812
ZZDI ANY IGEN SE	OCALA	ď	٩			30-Jun-2001		\$20,038	H.070	\$74.470	174.420	24420	224.470	11.00		223	ŝ	153 697
Sude A	PANALLA CITY	ت	<u> </u>			31.Oec.98		85.50 500	200	M) 000	77,000	2	2	717714		in.	8 2	217.626
1717 M Pace Bled	PENSACOLA	~	Ę į			31.Aug 9/		2 0.00	2	\$16,432						9	€ 9	20,5
STOUR 18 NOT	PINELLAS PARK	۲	2 :			31-14.97		25 CS	2	10 164						2 2	> a	76,34
10856 B Federal Hay	PORT ST. LUCIÉ	۲	==			31-Mar-56		52,106	22	126,232	86 558			-		5	• =	291.763
																	:	

A CANADA STATE		The same		COCALION TIPE	ON 1/PE - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Total		1 1 1		: [gle Rem	Part of the			E 17 E 18 18 18 18 18 18 18 18 18 18 18 18 18	A STATE OF	Alter College	
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12.00 M Marries	TAILAMSEE	.	?]		00X 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Ξ:	8	\$22.66	177.00	22.00	27.00	10000	THE WAY	1000	9	THE CALL	
2619 Owner other Blod	W PALM BEACH	: :	7		TO THE MAN	3	7 2	20,000	20.20	20	2	_				9 :	38 4, 430
2373 W Bread St	ATHENE	: 3	Ξ		CON MAN OF	3	8 2		7	_					į	Я:	\$75.2 102
2308 Brance Bridge Re	CANEBALLE	క	•		31.44.200	0			22.30	22.30	- 505, 23,	_				≥ 8	8
COOP POSTER AND	MACO	ક	È		31-Ose 2001	i 2	3				200	\$18,800			2	7 7	
1740 Outs Parlamey 8	MARIETTA	3	ĭ		30-44-300	ä	2					ODD TCS			5/73	. 8	10H Z2
4016 Westington Rd	MARTINEZ	3 i	2		30-Apr-2001	6,53	20 22	00000	900						3	1	814,523
Contrary of	MACADALE	ಕ :		•	31-Aug-2000	a	<u>5</u>	79,003	230 623	0.00		3			;	z	\$142,200
		5 6			00 44 000	3	20.00	875,900	875,800	175,800	875.900				ă	\$	8100,612
		5 \$	3 1		1000	22.5	8	20,003	000'001	DDD OC3	830,000					I :	\$343,P42
		9 9	3 3		31-Mer-2000	<u>.</u>	2 :	22,23	501,003	179,623	1000	119 62\$	179.673	280		8 =	0125,000
A WANTED	COELRIDALENE	2 2	9		y onceans		A 5	37.78	201300	22,500	\$25,700			}	:	: 5	
MACO & Verlage Blone	DWD FALLS	9	92		31-144y-2000			70,014	000,000	20,77	\$17,400				\$110	; 😝	274 020
EXDA Catherel Bre	PA MPA	9			30-Am-2001	28	2	20.52			007.813	;			ĕ	3	160,03
1120 Yellowdene Ave	OCATELLO	0	ā		30 Apr. 2000	=	200	22.22		9/97	¥ 6	14,250				7	\$40,600
1301 Identarity	TANN FALLS	9	Ē		31.Aug-2001	8.18	200	202 818 20	818 200	210 200					0903	7	81.04,236
2607 Harner Adems Pleny	W.704	_	573		30 Hov-09	6.23	M M	\$28.62X	23862	22.20		Ome '21 t			8	3	2000
MIZH Late B	ALMORA PLINORA	_	2		20.45.0S	ā	X 3 ==	211,963	511,903	\$19.050						S	245
1702 East Engles	ALCOMMOTON	.	*		31:M#:3004	ã	26,28	AL BOX	526,953	\$42,750	50,225	200	27.73	5.5		R :	20.00
413 W. 605 A	CHCAGO RIDGE	-	¥ !		31-14-2001	2	55.00 15.00	0 K33,600	2000	203,600	90	3		20,42		2 :	900,000
XXI Received Rd	NATURE NA	. ي	9		100 cm 500	40	2	17.27	M2.216	842,276	M2,276	131,707				2 9	
ZZI W Jefferson fit	DOC	٠ .	<u> </u>		11 ORC 2000	2.23	2	123, CE	200	200,002	200,100					15	
	A CAR	٠.			DON'S ACID		99 CE S	215.60X	\$15,000	\$15,600	115,600					2	
		.				2 :	3 3	20000	2,76,000	812,000						9	000
TOTAL WEST WEST AND	WALL BOTTON		9		31.Ore 2000				200	22,364	272,364					3	200 200
1765 July 20	MODREDA	E	ş		21-15	=					8				\$638	8	\$260,733
E PARTY STATE	N. DOMINGTON	Z	3		29-F-0-2000 Y	81,730	23,460	0 521.760	006173	Con CX					8	=	220,025
225 W Heay 131	ZANCSMLE	ı	ä		31-May 44 Y	\$1,213									ž	\$:	200 002
SXX3 N Keyntone Ave	POWMOUS	ı	ž		31-Aug-2000 Y	81,719				523,200	24 600				8	2 ;	7
25 W Y B R	DWWD	Z	3		14-10-48	95 22 23			\$11,400							;	
522 L 624 S E-m	AFAYETTE	Z :	Ξ:		207716	<u></u>			-						2	₹ ₹	
P16 K Bathah Ave	MARCH	Z ;	ጃ :			9 ! 5	2700		_	523,530	022,023	523,520	\$17,640			: =	2 2 2
2030 Without Ave	ETOPE HALITE	Z :	¥ !			8		_					,			: =	219 000
DIO S SERVE FO		2 5			15. Jan 80						80.00				\$107	3	522 023
		i ā	3		30-Am-2000 Y	ğ		•	_							23	10,00
	AMERICE	2	8		57 Aug 98	11,620		-	•		2				2240	₹.	14.03
8770 W. Serie Fe Dite	CHERLAND PARK	2	ŝ		31.Jen.99	\$1,700				20/15					3	≂ :	000
720 W Brancheny	TA BAS	ā	2		男会の食	81,750			_						9 9	= =	
400 E 108	JONEIA	KS	3 !		COOMMED	;									•	3	
2001 2007 YES SE	OPEK	Š	3		io military	22.00.7	2002	824,516	\$24,516	\$24,516	\$24,518	\$14,301				75	\$116 451
2401 South Benton	A PORTA	ā ;	i			Ş											
	MOHIA	2 ;	i		100 TO 100			on or a		200.00					Ĩ	2	132,201
	MONT	2 \$	Š		10.Acr.98	2 23					£36,000	35			95.23	23	\$166,900
•	NAME OF THE PARTY	; <u>Ç</u>	2		7 88 487 10	\$1.114			•	40.00						= :	200
	SOUTH STATE OF THE	; 5	Ä		31-May 90 Y	0091									3	≈ :	27.00
	SOBOCE CO.	₹	¥		30 Apr 97	\$1,016			-							Ä '	179.671
F Comment of the	FRAMOCORT	₹	35		31-Aug 97	\$1,216	-		_							• 9	980
_	ONAZABO	K	Ī		31 Oec 2000	81,050	50 \$2,100	-	112,600	812,600	\$12,600	,				2 54	3
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The state of the s			LAIM ITE		Roll	3			2	LI Rent	11.6						
			PIOLE WEIGHTOUSE DOCAGE	Expiration		Port of the second of the seco		1997	76	155 XQ.	100	100	Ac		Houling House to the Houling Sand	1 Ola 12.5	: : •
200 50	ACCEPTAGE 16	20.00	3	┓.		11	1										C
20 Mary 1997	C. C	2 }	1 8	B CONTRACT			980		96,630					1	Tentana s		
	Smotor		1	3 64 15	,	8	8	20,400	23 25 25	300						≂ ;	90,000
1747 8 14-1-18		2 2	î î		_		X Z	2	AK. 003	110,364						.	77
Tool President Have	COMPANY	2	i S		,		20.5	812,600	E 213	•						7:	(SE)
4444 Shelby-die Rei	LOUISMLE	≥	Ā	31-May 40		81.070	1 2			i						: =	
1801 Triples St.	OWDRESCHO	È	S	30-Hor-2001		81.18	92.03									-	071 030
201 Bouth 4th St.	PACICAR	\$	Ħ	17-May 48		0599	8	\$10,200	2	1		\$12,100				=	267,100
448 Late D	PRESTONEURG	ğ	Â	30-Apr-2000		87.78	50,500	000103	821 000	00.00	8				<u>2</u>	2	\$15,440
707 Elg Hill Ave	RICHROND	₹	ã	30-ten 99		000	51,300	87,800	00 13							Ŧ	207,500
3610 & Characod Ferest Shet	BATON MOUGE	5	1406	31-644-2001		\$2,400	24,800	\$78,600	528 800			1			2	ã	110,158
6124 Florida Bhad	PATON ROUGE	5	22	20 OF SE		11,300						2			1284	3	1142,264
1201 MAENTECH BAD	HAMMOND	3	ě	20 Od 87		3	27,068	815,340									
3801 Lapsico (Bvd	HARET	5	3	31-Out- 97		\$3,475	000.93	21,700								-2	\$18,400
1064 W. Turnel Blue	HOUNT	5	8	31-Oec-2006		52,492	1	108 803	A00 953	700 003	200 000				\$350	<u>.</u>	653,650
1300 Valence Brd	KD4G)	5	ā	31.16		\$1,575	13,130	\$11,025					179,004	\$67,230		20	8271,628
2424 Causemen	MANDEMILE	3	401	31-04-08		\$1,372	27.44	\$16.464	513 770						153	•	\$14,633
1510 M Chanemy	METARIE	5	7	CO-CAMED												*	50, F2
SCD4 Veterans Manachal Hay	METAPLE	5	1716	Mar 9		\$2,750	005,23	816,500									
10100 Chall Menteur Hary	NEW CRLEAMS	≤	192	207715		000	18 , 100	\$28,350							2	•	222,780
and Committee	NEW ORLEANS	3	23	31-Jan 87		85 CB	26,900	3							\$545	-	E in
SALED Bosecuth Ave	BLOGIL A.R.	5	98	31.34.87		\$1,243	27,400	107								c	\$10,350
245 North Prent Street	MODICION	¥	1001	31.44.89		\$2,000	8	174 000	224 000	\$14 mm					3	•	\$11.800 0.00
201 Semilian St	CAMBRIDGE	¥	1211	31-34-2001	>	53,310	56 620	\$40.135	241 141	3	20.00				2	2	\$72,438
н	CHOOPEE	¥	414	30-Sep-2000		100.03	\$10,407	\$62.412	\$65 (2)	2		#75,57 8			573	7 5	\$220,141
1485 Phenouth Ave	FALL RINER	¥	1212	8 PO :		2,160			!						222	~	\$298,731
12 Let 9	FALMOUTH	¥	1213	14-Aug 97		\$1,100	22,200	87,780							i		
123 Barractathe Pet	HYANNIS	¥	1314	31-16	>	81,830	11.03	BSZ CCS	\$14,343						8	• ,	\$10.749
	LOWELL	¥	1215	31-Oac 96		82, X0	1 ,780	\$26,200	\$26,200							.	200
NO Communicated St.	MALDEN	¥	1217	30-Nov-99		20, 23	15,412	522,477	177.413	\$70.766						* 1	82.18
217 W Cartel St	MICK	¥	1201	09-140-2008		819 Z	20.00	\$10,816	20.00	\$10°00	\$10 B16	213 616	CIT SIGN	04 30		à	5100.13
1250 Whathwater Street	HEWTON	¥	1011	28 Feb 2001		07.CI	905.94	\$30,000	000 603	000,003	000 003				77	2 :	1.00 CO
214 Norther / Bl	FEABOOT	4	143	31-Oct-2000	>	22,200	810,400	862,800	165 000	200	200	Ì			1	; n	21.00
To Day San	PITTERED	¥	575	31 May 2001		000	15,700	131,200	000,103	007103	000	904 63				ŧ:	
S Summer of the	PLYMOUTH	¥	120	20.44 B		008	89	822,800	006'/\$			}			3	3 =	278,1614
COS Plansacht St	QUANCY	¥	5 2	377.5	>	2	5 T	22.73	24.XG							2 7	
Marie Can Ita	RATHAM	¥:	B		,	26	90	000	000	000 (12	000,000				9003	; 🗢	\$150 229
4008 Memorial Ave	W SPRINGF EDD	S :	97	DON'S AND THE	- >	8 8		00.	276.570	10 4 10	239,760					· =	\$118,520
PO Men S	WALFOLE	1 :		100 miles	-				S :	27.00	## 95	9 9 9				3	\$115,140
CS Ores II	WORKESTER STATES	S S	G.	COOMMED			3	3							8	2	130,034
113 Wood Bires	BAL THATOS	9	9			\$2,600	15 600	319 (00)									
TOTAL CHARLES AND	BEI AM	9	5107	31-34-97		\$2.443	2 28	101 /18							3	.	20,00
NA Charles Bu	CALROMALE	ğ	73	30-Sep-89		000	000	\$46,000	2000,844	136,000					ž	- ;	277.377
1 sons call Yests Mid	COCKEYSMILE	9	3	31-Jen-2000	>	\$1.975	050	524.750	\$74,575	\$2.43	275 200					2 2	
GARS CORRES OF WAY	COLUMBIA	9	5115	31-Dec-87	>	\$2,378	¥.7	20 M							//03	: =	26.25
1316-A Martin Blod	CUNDALK	요 :		10.44.98	-	2 2	3 5	я я	823,406						Ē	· ≂	413,233
0101 Bullings National Fit	BLICOTI CITY	2 :	500	1000			10,434 63,634		!						2003	•	54 ,78
Atti Old Marbors Pt. 623	FORMESTALLE	2 9	ŧ į					000		219,000	\$18,000 \$18	7 300			ž	3	\$62,726
L. S. 40 & Waventy Dr.	PEDERICK	2 9		TO A DO S		2 2										2	M2,308
	CLEN BENDER	2 9		100-301		8 8	2								17.01	-	247,908
17600 Veginia Ave	HAGENSIONAL 11100	3	Ī	30-Sep-2000	>	00.23		\$78.078	20.23	1000		\$13,116			213	~ :	215.22
X48 m Headenia		}	į				<u>.</u>				3	_			3	÷	8

				S. W. S. W.		, et		1				8		N. Zina				
700 Harbad Pa	PARKALLE	9	3 :		ĝ		\$2,900	88.83	83.83	1850	24.4.10	1118.0	ALVE TALE		11.218	12 c. 1. 10.		
	ASSOCIATE OF THE PARTY OF THE P	9 :	8 ;		30.44,200	-	£1,748	87.48 48	130 574	157.780	9	200	8 8			2003	0	8000
	PCONT. C	3 9	À		31-May-2001	,	000	27 000	\$13,000	312,000	200	217 000	1 6			3	8	5760 SH2
100 Harth Branchury Bad	EAL SOR BY	3				_	2 t	Ž.	826 716	113,678	•	•				5. 0.	Я	27,08
22 University Block West	GEVER SPRINGS	9	Ę		Mode	>	, c	2 3	2	3	E29,520	026,920	527,000			8	2	FF 127
1130 Breshage Dr.	WALDORF	9	Ē		314-200	. ,_					624,240						= :	52,55
27 Mark #1	ALICABIA	¥	E		31.48	-) 2			9	E.3	8	20.00				R ;	
1124 Brighton Ave	PORTUND	¥	â	•	31-Jan-2001		9£.	9			1					710		OC WIT
X200 Ford Ru	GANCENCITY	3	3	•	30-Sep 2000	>	20 03	22.00				3	02,730			100	:	
IN N Rose	KALAMAZOD	3	2		31-Max-97		85	9	3			ě.				\$10,	; =	2147 554
35-03 Pennsylvante Sude 8	_	3	2		31-04:02		97.03	30								2	; •	757.73
3000 & State St North	PITERED	5	2		31-Oct 88		178 CX	:									. =	200
POLITICAL PROPERTY AND ADDRESS OF THE PERTY ADDRESS OF THE PERTY AND AD	ST CLAIR BHORES	3	=		31-34-88		80	\$2.016	\$12,000	20.03							!	
お子では	DALUTH	ĭ	2		28 Feb-2000		000	13,200	007 613	119 200	2 to 200					\$106	~	\$23,363
ICON Rheston Cr	HAMBLATO	ī	Z.		26.Feb.2000		009.T	200	\$10.700	200	000					1734	8	200
NO W MAIN	MARINEL	3	3		30.Apr.2000		800	81,800	\$10,800	810.80	0000					Ĩ	\$	20.00
TO MAIN Ave	HOOMEND	3	3 i		31-11-07-00		8 3	£1.400	2	20	900					ē	Ş	20,03
	ROCHESTER	3 9	Èį		002 wind	1	80 ×	8	24 000	24 000	800	900 123				<u> </u>	Ξ.	N N
TO K Calenge Ban	H.CHISSAVI	2 :	9 6		Ser of	-	ස් දි	ž	27,000	000,003	114.400	;				70	\$	\$114.7
SO N Bullydon	H KANSAS CITY	9 9	÷ :		102.45		8	000 Z	\$12,04E	\$12,048	812,048	812.046	8			3	~ :	20 2
Teen Dr	OFALON	2 9	1				3	55,316		23,806	\$ 10,632	,					S 2	ğ
ZONE XXX Hay	KATIOM	2 9			Section 1		2 :	3	2								8 '	
Market M September		2 9	1			,		87.5	900	3.2						ł	• 9	626.94
	BELLINGS.	} =	8		CO-OWNED			7	30.77	82.52	215 400					\$333	2 2	
224 10h Are 20.0h	GREAT FALLS	3	5		01-Oct 2000		\$2,400	200	228 600	134 Mm	000	2						
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DAI BALA Ave West	MISSOLA	5	è		31-Dec-96		\$1,850	23,700		<u>;</u>						3	Ŕ	35,003
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Page 10

[continuation page to Schedule B-1]

3. Plants

A.	Wichita, Kansas (one plant complex)	701 A, B and C Murdoch 721 A & B Murdoch
	(one plan complete)	805 A & B Murdoch 1117 North Santa Fe
B.	Enfield, North Carolina	Highway 301 North

4. New Combination Warehouse/Stores

Warehouse No.	Store No.	Location
289	1859	Baton Rouge, LA
282	1851	Spokane, WA
286	1516	Huntington, WV
287	1857	Albany, NY
288	1518	Bakersfield, CA

5. New Stores

Store No.	Store Location
1513	Durham, NC
1520	Yorkville, NY
1521	Melbourne, FL

132935/4

TRADE AND FICTITIOUS NAMES

i .

None.

142041-1

LIST OF MARKS

The attached Schedule D-1 lists all Marks in which the Borrower previously had or now has any interest. Those Marks which are registered, or which constitute a registration application, are separately identified on Schedule D-1.

145816-1

TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	ORIGINAL APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Redijim and design File No. 90-0466	Safelite Industries, Inc.	361.164	952.576	5/21/70	01/06/73 Cancalleri 81/07/79	
Safekte File No. 90-0466	Safelite Industries, Inc.	72/367,880	963,210	08/12/70	07/02/73 Expired 04/11/94	Safelite Glass Corp.
Safelite File No. 90-0466	Safelite Industries, Inc.	72/367,881	965,797	01/(2/70	08/07/73 Expired -5/16/94	Safelite Glass Corp.
Safelius File No. 90-0456	Safelius Industriae, Inc.	62/361.143A	971,773	05/28/70	10/30/73 Expired 08/08/94	Safelite Glass Carp.
Safelite File No. 90-0466	Sofalita Industries, Inc.	72/361,163	993,066	05/21/70	09/10/74 Expired 06/19/95	Safalite Glass Corp.
LSI Class File No. 29-079 see also File No. 90-0466	Lear Siegler, Inc.	73/662,969	1,471.414	QS/26/87	01/05/88 Cascelled 07/11/94	Saldite Glass Corp.
Safetite Auto Glass Shop Locator Service File No. 89-080	Safetite Glass Com.	73/823.364	Not Issued	09/05/49	Abandonid 10/02/91	
Selelite Auto Biography	Safalita Glum Corp.	73/797,987	Not Issued	05/05/89	Abandoned 02/07/91	
Audit Aide/Audit Aid File No. 89-062 and File No. 90-1111						
Clearview File: No.: \$9-063;	Safelite Glass Corp.	73/798.01\$	Not Issued	05/05/89	Abandoned 03/28/91	
Clearview and design File No. 89-083	Safelita Glass Corp.	73/798,019	Not Issued	05/05/189	Abandoned 03/20/91 Abandoned	
Refolise S hylize File No. 19-084	Sofolite Industries, Inc.	77/112.037	1,107,910	01/10/77	12/03/78 Carcelled 06/14/83	Lear Singler, laz.
SefeTitnes Design File No. 89-084	Royal Industries, Inc.	72:055.796	925.280	04/02/70	12/07/71 Expired 11/04/93	Salekto - Industrias, Inc.

^{*} if different from original applicant registrant

TRADEKA	RRS, TRADE AAA	is (regis	Tered onl	Y) AND S	ERVICE KARES	
MARE	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	Flied	Registered	Current Owner
Design-Cartoon Character Basking in the Sun in the Front seat of the Car File No. 89-088	Safelite Glass Corp.	73/797,983	1,580,569	05/05/89	1/30/90 Cancelled 08/05/96	
Design-Curtoon Character Driving in the Sun File No. 89-087	Safelite Glass Corp.	14797,982	1,581.910	05/05/89	02/06/90 Cancelled 08/12/96	
Design-Mon Installing Winshield Pile No. 89-089	Safelite Glass Corp.	73/797,984	1,580,570	05/05/89	1/30/90 Cancelled 08/05/96	
Design-Man Wiadshield, & Car File No. 90-0466	Royal Industries, Inc.	72/355,796	925,280	04/02/90	12/07/71	Safelire Glass Corp.
Safetile Auto Glass, GTS, Glass File No. 90-0466	Safelite Glass Corp.	73/798,020	Not Issued	05/05/89	Abundaned 05/06/91	
Safelite Glass Technology System File No. 89-09!	Safelite Glass Corp.	73/797,988	Not Issued	05/05/89	Abandoned 05/06/91	
GTS File No. 90-0174	Safelite Glass Corp.	73/797,989	Not listued	05/05/29	Ahandened 11/19/90	
Plexbill File No. 89-092	Safelik Glass Corp.	73/797,9 16	Not Issued	05/05/89	Abandoned 01/10/91	
Flexbill File NO. 19-092	Saletite Glass Corp.	985, דפרונד	Not issued	03/05/89	Abandoned 01/10/91	
Safoscal File No. 89-090	Safelite Glass Corp.	73/797,981	1,573,856	d\$/0\$/ 89	12/26/89 Cancelled 07/01/96	
Design Only (R)	Safelite Glass Corp.	74/354,908	1,792,192	02/02/93	10/12/93	
Seleguard	Saletite Glass Corp.	74/078,953	Not issued	07/16/90	Abandoned 09/04/92	

* if different from original applicant registrant

73/122,711

1,595,708

Safelite Glass Corp.

Safelias Glass Cosp.

'ADDED 12-14-96

Safelice

Safetite Will Come

To Your Home or Office File No. 89-087

> TRADEMARK REEL: 1846 FRAME: 0050

05/08/90

Cancelled 11/11/96

08/31/89

TRADEN	arks, trade n	UES (REC	ISTERED (ONLY) AN	D SERVICE N	URKS.
MARK	APPLICANT REGISTRANT	SERIAL NO.	RSG. NO.	หนย	REGISTERED	CURRENT OWNER*
Norman's-Sefelite Auto Glass (Trade Name) File No. 90-0312	Sefelite Glass Corp.	NA	RN132159 (OH)	04/10/90	04/10/90 Expired 04/10/95	
WT3 File No. 90-0411						
Safacet File No. 90-0411						
Glessmobile File No. 90-0466	Lour Seigler, Inc.	73/435.496	1,316,128	07/21/13	01/22/85 Cancelled 05/02/91	Safelite Class Corp.
CAT Team and design File No. 92-0197	Safetile Glass Corp.	74/341,542	1,789,663	12/21/92	08/14/93	
Stop Sign Symbol	Safelita Glass Cosp.	74/078.952	1.733.733	07/16/90	11/17/92	
Service Auto Glam File No. 90-0468	Sefelile Industries. Inc.	72/393.4 9 8	948.370	05/21/71	12/05/72 Expired 09/13/93	Safelite Class Carp.
Service is Our First Name	Royal Industries. Inc.	72/355.197	925,281	04/02/70	12/07/71 Expired 11/04/92	Safelitz Glose Corp.
Your Glass Connection File No. 90-0466	Lear Saigler, Inc.	73/436,490	1,293,292	07/27/83	09/04/84 Caucelled 01/23/91	Saleble Glass Carp.
Orig-Equip File No. 90-0466	Reyal ladustries. Inc.	72/432.265	968,546	08/16/72	09/18/73 Expired 06/37/94	Sufelite Glass Corp.
Orig-Equip File No. 90-0466	Royal Industries, Inc.	72/412,\$63	969.365	08/16/72	09/25/73 Expired 07/04/94	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Sefelite Gless Corp.		416,929		10/26/77 Abundaned	
P.A.C.T.s						
CAT P.A.C.T. File No. 92-0197						
Sefelite Auto Gless File No. 90-0466	Safeliza Industries. Inc.	367.112		09/12/70		
Install Confidence File No. 90-0466	Loar Siegler, Inc.	73/539.945		04/17/86	Abandoned 12/10/87	Safalite Glass Corp.
SOC File No. 93-12-01-545	Safelite Glass Corp.	74/489,073	1,952.263	03/14/94	01/30/96	
Automobile Open— Artiflow Institution Approximate Model Filed No. 90-0466—			MANIST	ita.	Salarina	ing v

* if different from original applicant registrant

TRADEMARKS, TRADE MANES (REGISTERED ONLY) AND SERVICE MARKS

	MANA, TRADE	MANES (1	(EUISIERED	ONLI) AN	D SERVICE NO	UCCS
MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	RECISTERED	CURRENT OWNER
Safelia Auto Enhancement Services File No. 94-08-02-261						
Safelita Seves Cars File No. 90-0466						
Stop Car Desay File No. 90-0466						
Your Auto Glase Connection File No. 90-0466						
Design-Van Streeking Down Highway File No. 90-0466						
Design-Man with Cliphoses File No. 90-0466						
Auto Glass Outles File No. 90-0466		-				
Design-Glass Man File No. 91-0027						,
Safelite Total Claim Solution.						
Safelita Vahicle Thefi Deterrent System File No. 93-02-01-013						
5 Point Setisfaction Guarantee			8	A	*5	5° .

MARK	APPLICANT REGISTRANT	SERIAL NO.	REC. NO.	FILED	REGISTERED	CURRENT OWNER*
Where Customers Send Their Friends File No. 93-09-01-486						Abandoned
We're the One File No. 96-13-01065						
Sefetink File No. 91-0411						
2-Z Quotes File No. 89-083 90-1025 90-0111						Abandoned
Tommy's						

*if different from original applicant registrant

United States Patent P

Patent No. Owner

Stanley

5,385,755 Safelite Glass Corp.

Tapp

5,472,168 Safelite Glass Corp.

94486

SECURITY AGREEMENT

LIST OF PATENTS AND APPLICATIONS

The Borrower is the true and lawful owner or licensee of all rights in the Patents listed below:

Patent	Patent No.	<u>Issue Date</u>
Stanley	5,385,755	01/31/95
Tapp.	5,472,168	12/05/95

142041-1

LIST OF COPYRIGHTS AND APPLICATIONS

None.

142041-1

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	RECISTERED	CURRENT OWNER*
Where Contomers Sand Their Friends File No. 93-09-01-486						Abendoned
We're the One File No. 96-03-01065						
Sefetiak File No. 91-0411						
E-Z Quotes File No. 89-083 90-1025 90-0111						Abendoned
Тошту'ь						

*if different from original applicant registrant

United States Patent

Patent No. Owner

Stanley

5,385,755 Safelite Glass Corp.

Tapp

5,472,168 Safelite Glass Corp.

94486

ANNEX G

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency

of which are hereby acknowledged, Safelite Glass Corp., a Delaware corporation ("the

Assignor") with principal offices at 1105 Schrock Road, Columbus, Ohio 43229, hereby

assigns and grants to The Chase Manhattan Bank, as Collateral Agent, with principal offices

at 270 Park Avenue, New York, New York 10017 (the "Assignee"), a security interest in

(i) all of the Assignor's right, title and interest in and to the United States trademarks,

trademark registrations and trademark applications (the "Marks") set forth on Schedule A

attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States

patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all

Proceeds (as such term is defined in the Security Agreement referred to below) and products

of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are

associated and (v) all causes of action arising prior to or after the date hereof for

infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and

payment of all the Obligations of the Assignor, as such term is defined in the Security

Agreement among Assignor, the other assignors from time to time party thereto and the

Assignee, dated as of December 20, 1996 (as amended from time to time, the "Security

Agreement"). Upon the occurrence of the Termination Date (as defined in the Security

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ANNEX G Page 2

Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver

to the Assignor an instrument in writing releasing the security interest in the Marks and

Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest

granted to the Assignee under the Security Agreement. The rights and remedies of the

Assignee with respect to the security interest granted herein are without prejudice to, and

are in addition to those set forth in the Security Agreement, all terms and provisions of

which are incorporated herein by reference. In the event that any provisions of this

Assignment are deemed to conflict with the Security Agreement, the provisions of the

Security Agreement shall govern.

*

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the th day of December, 1996.

SAFELITE GLASS CORP., Assignor

By X 14

THE CHASE MANHATTAN BANK, as Collateral Agent, Assignee

Title

WILLIAM CAGGIANT

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STATE OF NEW YORK)
COUNTY OF NEW YORK)
On this day of,, before me personally came
who, being by me duly sworn, did state as follows: that he is
of [Name of Assignor], that he is authorized to execute the foregoing
Assignment on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.
Notary Public

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The attached <u>Schedule A</u> lists all Marks in which the Borrower previously had or now has any interest. Those Marks which are registered, or which constitute a registration application, are separately identified on <u>Schedule A</u>.

132938-1

TRADENARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

MARK	ORIGINAL APPLICANT REGISTRANT	SERIAL NO.	REC. NO.	FILED	REGISTERED	CURRENT OWNER*
Redilits and design File No. 90-0466	Sefelise Industries, Inc.	361,164	952_576	5/28/70	02/06/73 Cancelled e2/07/79	
Safelise File No. 90-0466	Safelite Industries, Inc.	72/367,880	963,210	08/12/70	07/02/73 Expired 04/11/94	Safelite Glass Carp.
Safetite File No. 90-0466	Safelite Industries, Inc.	72/367,881	965,797	09/12/70	08/07/73 Expired -5/16/94	Safelite Glass Corp.
Safelius File No. 90-0466	Safelise Industries, Inc.	62/361,153A	971,773	05/28/70	10/30/73 Expired 08/08/94	Safelite Glass Corp.
Safelite File No. 90-0466	Sefalite Industries, (na.	72/761.163	993,066	05/28/70	09/10/74 Expired 06/19/95	Safalite Glass Corp.
LSI Class File No. 29-079 see also File No. 90-0466	Lear Singler, Inc.	73/662.969	1,471,414	05/26/87	01/05/88 Cnecelled 07/11/94	Safelite Glass Corp.
Safetite Auto Glace Shop Locator Service File No. 89-080	Safetite Glass Corp.	73/823.364	Not Essera	09/05/89	Abandonid 10/02/91	
Safetite Auto Biography	Safelite Glass Corp.	73/797.987	Not Issued	05/05/89	Abendoned 02/07/91	
Audit Aide/Audit Aid File No. 89-082 and File No. 90-1111		·				
Cinarricon File No. 89-083	a Salahan Chapta.	Annesial 20	i. Nestellanenske	7 5.105/190 44	03/20/91	gen.
Clearview and design File No. 89-083	Safelitz Glass Cosp.	73/798,019	Not Issued	05/05/89	Abandoned 03/20/91 Abandoned	
Safelite Skylite File No. 89-084	Sefelite Industries, Inc.	77/11037	1.107,910	0[/]0/ 77	12/05/78 Carcelled 06/14/85	Lear Siegler, lec.
SefeTimes Design File No. 89-084	Royal Industries, Inc.	72/355.796	925.280	04/02/70	12/07/71 Expired 11/04/92*	Safekte - Industries, Inc.

* if different from original applicant registrant

(R) = Registerel, er registration applied for

TRADEMARKS,	TRADE	NAMES	(REGISTERED	ONLY)	SERVICE	KARKS

MARK	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	Flied	Registered	Current Owner
Design-Cartnon Character Basking in the Sun in the Front test of the Car File No. 89-088	Safelite Glass Corp.	73/797,983	1,580,569	05/05/89	1/30/90 Cancelled 08/05/96	
Design-Canaon Character Driving in the Sun File No. 89-087	Szfelite Glass Corp.	73/797,982	1,581.910	05/05/89	02/06/90 Cancelled 08/12/96	
Design-Mon Installing Winshield Pile No. 89-089	Safelite Glass Corp.	73/797,984	1,580,570	05/05/89	1/30/90 Cancelled 08/05/96	
Design-Man Windshield, & Car File No. 90-0466	Royal Industries, Inc.	72/355,796	925,280	04/02/90	12/07/71	Safelice Glass Corp.
Softlife Auto Glass, GTS, Glass File No. 90-0466	Safelite Glass Corp.	73/798,020	Not Issued	05/05/89	Abandoned 05/06/91	
Safelite Glass Technology System File No. 89-091	Safelius Glass Corp.	73 <i>0</i> 97,988	Not Issued	05/05/89	Abandoned 05/06/91	
GTS File No. 90-0174	Safelite Glass Corp.	73/797,989	Not Issued	05/05/89	Abandanet 11/19/90	
Flexbill File No. 89-092	Safelite Glass Corp.	73/797,9 16	Not Issued	05/05/89	Ahandoned 01/10/91	
Flexbill File NO. 89-092	Safelite Glass Corp.	73,797,985	Not issued	05/05/89	Abandoned 01/10/91	
Safeseel File No. 89-090	Safelite Glass Corp.	73,797,9 8 1	1,573,856	05/05/89	12/26/89 Cancelled 07/01/96	
Design Only (R)	Safelite Glass Corp.	74/354.908	1,798,198	02/02/93	10/12/93	
Seleguerd	Safetite Glass Corp	74/078,953	Not issued	07/16/90	Abandoned 09/04/92	
Safelion (R)	Satulise Glass Corp.		Not insued =	Applica	for	
Safelise Will Come To Your Home or Office File No. 89-087	Safelite Glass Corp.	73/822,711	1,595,708	04/31/89	05/08/90 Cascelled 11/11/96	

• if different from original applicant registrant

ADDED 12-14-96

TRADEMARK REEL: 1846 FRAME: 0064 TRADEMARKS, TRADE NAMES (REGISTERED ONLY) AND SERVICE MARKS

TRADENA	rks, trade N	uces (reg	ISTERED C	ONLY) ANI	SERVICE MA	UCICS
MARE	APPLICANT REGISTRANT	SERIAL NO.	REG. NO.	HLED	REGISTERED	CURRENT OWNER*
Norman's-Sefetite Auto Glass (Trade Name) File No. 90-0312	Safelite Glass Corp.	NA	RN132159 (OH)	04/10/90	04/10/90 Expired 04/10/95	
WT3 File No. 90-0411						
Safenet File No. 90-0411						
Glessmobile File No. 90-0466	Lone Seigler, Inc.	73/435.496	1,316,128	07/21/13	01/22/85 Caucelled 05/02/91	Sefelite Class Corp.
CAT Team and design File No. 92-0197	Sefetite Glass Corp.	74/341,542	1,789,663	12/21/92	08/24/93	
Sup Sign Symbol	Safelite Glass Corp.	74/078,952	1.733.733	Ç7/16/90	11/17/92	
Service Auto Glass File No. 90-0456	Safolito Industries, Inc.	72/393,498	948,370	05/28/71	12/05/72 Expired 09/13/93	Safetite Clear Corp.
Service is Our First Name	Reyal Industries. Inc.	72/355.797	925,281	04/02/70	12/07/71 Expired 11/04/92	Safelite Gloss Corp.
Your Glass Consection File No. 90-0466	Lear Seigler, Inc.	73/436,490	1,293,292	07/27/83	09/04/84 Caucelled 01/23/91	Safelite Gless Corp.
Orig-Equip File No. 90-0466	Royal Industries. Inc.	72/432 ,365	968.546	08/16/72	09/18/73 Expired 06/37/94	Sufelite Glass Corp.
Orig-Equip File No. 90-0466	Royal Industries, Inc.	72/432,363	969,365	08/16/72	09/25/73 Expired 07/04/94	Safelite Glass Corp.
Orig-Equip File No. 90-0466	Sefetite Gloss Carp.		416,929		10/26/77 Abandaned	
P.A.C.T.a						
CAT P.A.C.T. File No. 92-0197						
Sefelite Auto Glass File No. 90-0466	Safelise Industries. Inc.	367.882		09/12/70		
install Confidence File No. 90-0466	Luer Siegler, Inc.	73/539.945		04/17/86	Abandoned 12/10/87	Safelite Glass Corp.
SOC File No. 93-12-01-545	Sefelile Glass Corp.	74/489,073	1.952,263	03/14/94	01/30/96	·
Automobile Opera- William Institution Apparature and Method Filed No. 80-0466			647101777	,	****	× · · ×

* if different from original applicant registrant

TRADENARKS,	TRADE HANES	(REGISTERED	ONLY)	AND	SERVICE 1	<i>w</i> rs

	MANS, TANDE	1			, 10,41,00	
MARK	AFPLICANT REGISTRANT	SERIAL NO.	REG. NO.	FILED	REGISTERED	CURRENT OWNER*
Safelius Auto Enhancement Services File No. 94-08-02-261						
Safalita Savea Cars File No. 90-0466	,					
Stop Car Decay File No. 90-0466						
Your Auto Glass Connection File No. 90-0466						
Design-Van Streaking Down Highway File No. 90-0466						
Design-Max with Clipboard File No. 90-0466						
Auto Cless Outlet File No. 90-0466						
Design-Glass Man File No. 91-0027						
Safetite Total Claim Solution.						
Safelite Vehicle Theft Deterrent System File No. 93-02-01-013						
5 Point Satisfiction				i a		F1

ASSIGNMENT AGREEMENT

Patent	Patent No.	Issue Date
Stanley	5,385,755	01/31/95
Тарр	5,472,168	12/05/95

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132938-1

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES COPYRIGHTS

WHEREAS, [Name of Assignor], a "Assignor"), having its chief executive office at	_ corporation (the
, is the owner of all right, title and interest in and t	to the United States
copyrights and associated United States copyright registrations and registration set forth in Schedule A attached hereto;	d applications for
WHEREAS, THE CHASE MANHATTAN BANK, as having its principal offices at 270 Park Avenue, New York, New "Assignee"), desires to acquire a security interest in said copyright registrations and applications therefor; and	York 10017 (the
WHEREAS, the Assignor is willing to assign to the Assign to the Assignee, a security interest in and lien upon the copyright registrations and applications therefor described above.	
NOW, THEREFORE, for good and valuable considerate which is hereby acknowledged, and subject to the terms and condition Agreement, dated as of December 20, 1996, made by the Assignor, the ottime to time party thereto and the Assignee (as amended from time to a Agreement"), the Assignor hereby assigns to the Assignee, and grants security interest in the copyrights and copyright registrations and application forth in Schedule A attached hereto.	ns of the Security ther assignors from time, the "Security to the Assignee, a

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

	Executed at New York, New York, as of the day of
 -	
	[NAME OF ASSIGNOR], Assignor
	By Name:
	Title:
	THE CHASE MANHATTAN BANK, as Collateral Agent, Assignee
	By
	Name:
	Title:

COUNTY OF NEW YORK) ss.:)		
, who be	sing duly swom, of lame of Assignor, talf of said corporation	before me pedid depose and say that he is authorized to and that he did so by a	that he is to execute the
		Notary Public	-

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STATE OF NEW YORK)

U.S. COPYRIGHTS

;

REGISTRATION NUMBERS

PUBLICATION DATE

COPYRIGHT TITLE

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RECORDED: 01/13/1999

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