

10-24-00
Tab settings



101510185

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 CORP.**

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: September 29, 2000

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 4 MetroTech Center, 5th Floor

City: Brooklyn State: NY ZIP: 11245

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Attached Schedule I**

B. Trademark Registration No.(s) **See Attached Schedule I**

75803877

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41): \$740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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 true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq.
Name of Person Signing

Signature

10/23/00
Date

Total number of pages comprising cover sheet: 8

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

SCHEDULE I

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
SERVICE AUTOGLASS and Design	75/803,877	9/3/99
WINDSHIELDS AMERICA	75/792,557	9/3/99
PROCUT	75/724,545	6/9/99
PROCUT	76/110,537	8/16/00
SERVICE AUTO GLASS	75/643,936	2/19/99
SMART PAY	75/643,568	2/18/99
VISTAR	76/086,537	7/11/00

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
GLASSMOBILE	2,357,746	6/13/00
SAFELITE	2,362,327	6/27/00
SAFESEAL	2,357,745	6/13/00
REPAIR MEDICS	2,319,287	2/15/00
WE'RE THE ONE	2,176,763	7/28/98
SAFELITE	2,242,375	5/4/99
U.S. AUTO GLASS	1,948,197	1/16/96
SGC	1,952,263	1/30/96
Design Only	1,798,198	10/12/93
CAT TEAM and Design	1,789,663	8/24/93
USAUTO GLASS and Design	1,906,776	7/18/95
GLASLINK and Design	1,979,942	6/11/96
GLASLINK	1,959,142	2/27/96
Design Only	1,733,733	11/17/92
USA-GLAS	1,555,112	9/5/89
CLEAR FIX	1,516,693	12/13/88
1-800-USA-GLAS	1,475,328	2/2/88
GLOBE	1,000,054	12/17/74
VISTAR and Design	2,118,014	12/2/97
VISTAR AUTO GLASS	2,118,015	12/2/97
Design Only	2,013,173	11/5/96
WINDSHIELDS AMERICA and Design	2,041,614	3/4/97

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2000, by Safelite Glass Corp. (the "*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of The Chase Manhattan Bank ("Chase"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Borrower, the Lenders and Issuers party thereto and Chase, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Security Agreement. (a) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

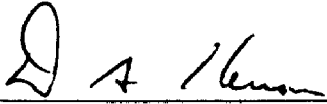
(b) In the event of any conflict or discrepancy between this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

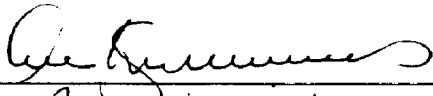
Very truly yours,

SAFELITE GLASS CORP.

By: 
Name:
Title:

Accepted and Agreed:

THE CHASE MANHATTAN BANK, as Administrative Agent

By: 
Name: Ann KURISKAS
Title: Managing Director

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)

COUNTY OF New York) ss.

On this 29th day of September, 2000 before me personally appeared Douglas H. Heron, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Safelite Glass Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHRISTOPHE W. ABA
Notary Public, State of New York
No. 01AB6047116
Qualified in New York County
Commission Expires Aug. 28, 2002

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS: See Attached

509600-0253-08208-NY01.2015146.1

RECORDED: 10/24/2000

TRADEMARK
REEL: 002170 FRAME: 0239