

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314376

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC, as agent		08/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harmon AutoGlass Intellectual Property LLC		
<b>Street Address:</b>	1010 N. University Parks Drive		
<b>City:</b>	Waco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76707		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2326320		
<b>Registration Number:</b>	3003498		
<b>Registration Number:</b>	2139611	HARMON AUTOGLASS	
<b>Registration Number:</b>	2938667	IT ALL ADDS UP TO HARMON	
<b>Registration Number:</b>	3061889	SMARTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	6737-133		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>SIGNATURE:</b>	/Laura Konrath/		
<b>DATE SIGNED:</b>	08/18/2014		

CH \$140.00 2326320

**Total Attachments: 4**

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RELEASE OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC, with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule A attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of December 23, 2010 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on Schedule A hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC  
as Grantor

By: Debbie Wright-Hood  
Name: \_\_\_\_\_  
Title: **DEBBIE WRIGHT-HOOD, SECRETARY**

MADISON CAPITAL FUNDING LLC  
as Administrative Agent

By: \_\_\_\_\_  
Name: Christopher W. Taylor  
Title: Director

**RELEASE OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This release granted on this 15th day of August, 2014, by MADISON CAPITAL FUNDING LLC, as Administrative Agent for the Secured Parties with offices at 30 South Wacker Drive, Suite 3700, Chicago, IL (the "Agent"), to HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC, with principal offices at 1010 N. University Parks Drive, Waco, Texas 76707 (the "Grantor"), as follows:

**WITNESSETH**

WHEREAS, the Grantor has heretofore granted to the Agent a security interest in certain U.S. trademark applications and trademark registrations more particularly set forth on Schedule A attached hereto (collectively, the "Intellectual Property Collateral") pursuant to that certain Intellectual Property Security Agreement dated as of December 23, 2010 (the "Agreement") between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral shown on the attached Schedule A hereto.

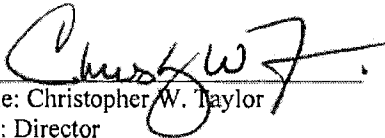
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Intellectual Property Collateral, and more particularly, the security interest in the trademark applications and trademark registrations as set forth on Schedule A hereto, granted to Agent by the Grantor by the Agreement, which security interest was duly recorded at the United States Patent and Trademark Office.

Executed as of the date first written above.

HARMON AUTOGLASS INTELLECTUAL PROPERTY LLC  
as Grantor

By: \_\_\_\_\_  
Name: Meranee Phing  
Title: Vice President and Secretary

MADISON CAPITAL FUNDING LLC  
as Administrative Agent

By:   
Name: Christopher W. Taylor  
Title: Director



SCHEDULE 1  
(See Attached)

CHI:2857931.2

**TRADEMARK**  
**REEL: 005347 FRAME: 0156**

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
DESIGN ONLY 	U.S. Federal	75661790 3/16/1999	2326320 3/7/2000	Harmon Autoglass Intellectual Property, LLC
DESIGN ONLY 	U.S. Federal	76610180 9/1/2004	3003498 10/4/2005	Harmon Autoglass Intellectual Property, LLC
HARMON AUTOGLASS	U.S. Federal	75105339 5/9/1996	2139611 2/24/1998	Harmon Autoglass Intellectual Property, LLC
IT ALL ADDS UP TO HARMON	U.S. Federal	76517615 5/27/2003	2938667 4/5/2005	Harmon Autoglass Intellectual Property, LLC
SMARTTECH	U.S. Federal	76626239 12/22/2004	3061889 2/28/2006	Harmon Autoglass Intellectual Property, LLC