

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813858

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900768427

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safelite Fulfillment, Inc.		04/18/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited
Street Address:	1 King's Arms Yard
City:	London
State/Country:	GREAT BRITAIN
Postal Code:	EC2R7AF
Entity Type:	Private Limited Company: GREAT BRITAIN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6633517	GENUINE AUTO GLASS
Registration Number:	6633508	G
Registration Number:	6633498	GENUINE AUTO GLASS

CORRESPONDENCE DATA

Fax Number: 8009144240
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	05/30/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “Trademark Security Agreement Supplement”) dated April 18, 2023, is made by the Safelite Fulfillment, Inc. (the “Grantor”) in favor of Wilmington Trust (London) Limited, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Belron Group S.A., Belron Finance Limited, Belron Finance US LLC, Belron Finance 2019 LLC and Belron Luxembourg S.á.r.l. have entered into the Credit Agreement dated as of November 7, 2017 (as amended by the Amendment Agreement as of December 20, 2017, as further amended by Incremental Amendment No. 1 as of November 13, 2018, as amended by Amendment No. 2 as of October 30, 2019, as amended by Amendment No. 3 dated as of August 27, 2020, as amended by Amendment No. 4 dated as of April 13, 2021, as amended by Amendment No. 5 dated as of April 18, 2023 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent, Wilmington Trust (London) Limited as Collateral Agent and the other parties thereto. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered or otherwise become bound by that certain Security Agreement dated November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Trademark Security Agreement dated November 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any After-Acquired Intellectual Property Collateral of the Grantor and has agreed in connection therewith to execute this Trademark Security Agreement Supplement for recording with the USPTO.

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

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

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

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

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

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

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add the Additional Collateral to Schedule III.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Trademark Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents. Without limiting the generality of the foregoing, this Trademark Security Agreement Supplement secures the payment of all amounts that constitute part of the Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS

OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature pages follow.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its signatory thereunto duly authorized as of the date first written above.

SAFELITE FULFILLMENT, INC.,
as Grantor

By:  _____

Name: Timothy J. Spencer

Title: Director

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 008086 FRAME: 0322

WILMINGTON TRUST (LONDON) LIMITED,
as Collateral Agent

By: *AG*
Name: Antony Girling
Title: Vice President

[Signature Page to Trademark Security Agreement Supplement]

Schedule A

Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
Safelite Fulfillment, Inc.	GENUINE AUTO GLASS	90580161 03/15/2021	6633517 02/01/2022
Safelite Fulfillment, Inc.	G (AND DESIGN)	90580068 03/15/2021	6633508 02/01/2022
Safelite Fulfillment, Inc.	GENUINE AUTO GLASS	90579914 03/15/2021	6633498 02/01/2022