

collectively generate, on a pro forma basis, more than 10% and up to 15% of our systemwide Gross Sales, in addition to meeting the above-listed conditions, your and your affiliates' franchised businesses' trailing 12 months' Gross Sales per capita must exceed the average Gross Sales per capita for the top quartile of our system, and you otherwise must meet all of our financial and other qualifications for expansion. These 10% and 15% limits on PE Owner's ownership will not apply to the development and opening of new Glass Doctor® businesses so long as you meet our then-current qualifications for expansion, you and your affiliates are in good standing under all Franchise Agreements, your and your affiliates' trailing 12 months' Gross Sales per capita exceed systemwide average, and your and your affiliates' average NPS is at or above systemwide average for the prior 12 months, and the year-over-year growth in Gross Sales per capita for each of your and your affiliates' franchised businesses' is at or above the systemwide average sale-store-sales growth for the system for the last 24 months.

ITEM 13

TRADEMARKS

We grant you the right to operate a franchise under the name GLASS DOCTOR®. You may use our other current or future trade names, trademarks, service marks, symbols, emblems, logos and indicia of origin designated by us (“Marks”) to identify your franchise.

We own the following Marks that are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):



Description	Registration Number	Registration Date
Glass Doctor	1,066,929	May 31, 1977
We Fix Your Panes	1,075,690 4,755,292	October 18, 1977 June 16, 2015
Glass Doctor Design	2,336,348 4,755,456	March 28, 2000 June 16, 2015
Glass Doctor (Stylized)	2,353,731	May 30, 2000
GLASS DOCTOR (and design)	5,817,320	July 30, 2019
Glass Doctor _x Home Auto Business We Fix Your Panes (and design)	3,725,158 4,767,926	December 15, 2009 July 7, 2015
The Specialist Glass Doctor _x (and design)	4,891,861	January 26, 2016
Glass Doctor Auto Glass (Horizontal Design)	7,202,328	October 24, 2023
Glass Doctor Auto Glass (Vertical Design)	7,202,329	October 24, 2023
Glass Doctor Home + Business (Horizontal Design)	7,202,326	October 24, 2023
Glass Doctor Home + Business (Vertical Design)	7,202,327	October 24, 2023

~~As of the date of this Disclosure Document, we do not have a federal registration for the principal Marks noted below, although we have applied for trademark registration of these Marks. Therefore, these Marks do not have many legal benefits and rights as a federally registered trademark. If our right to use any of these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

Description	Application Number	Application Date
Glass Doctor Auto	88837075 7,388,220	March 17, 2020 May 14, 2024
Glass Doctor Home & Business	88837090 7,463,661	March 17, 2020 July 30, 2024

As noted in Item 1, we became the owner of the above listed Marks in March 2021.

Our parent, Neighborly Assetco LLC, owns the following Marks, which are registered on the Principal Register of the USPTO, and we license from Parent the right to use and to allow our franchisees to use these Marks under a Trademark License Agreement (the “License Agreement”). The License Agreement grants us a worldwide, non-exclusive, nontransferable license to use and to license others to use the Marks. Parent may terminate the License Agreement due to our material breach, ownership change or for any reason upon 90 days’ notice. Upon any termination of the License Agreement, we will be required to cease all use of these Marks and we will require you to do the same.

Description	Registration Number	Registration Date
NEIGHBORLY	5,365,894	December 26, 2017
NEIGHBORLY (Stylized) 	5,365,895	December 26, 2017
(HOUSE LOGO) 	5,347,941	November 28, 2017
YOUR HUB FOR HOME SERVICES	7,281,370	January 16, 2024

Required affidavits and renewals for the registrations for these principal Marks have been filed when due.

In addition to the Federal rights that apply to use of the registered Marks above, we claim common law rights, based on our use of the Marks, to all of our Marks. There may be areas, however, in which a third party has prior common law rights to the use of one of our Marks. If you propose to operate a franchise in one of those areas, we may attempt to obtain exclusive use of that Mark, or, in the alternative, we may designate and grant you permission to utilize a different proprietary mark. There may be other instances in which we may elect to use, or require you to use, a different proprietary mark in a market, region or systemwide. In any instance in which we require you to use a different proprietary mark, you must, at your expense, comply with our designation and use, or change your use to the designated mark. You must modify or discontinue the use of a Mark, at your expense, if we direct. If we direct, you must adopt or use one or more additional or substituted Marks.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		liability; you have provided all required reports; the new franchisee qualifies; training for new franchisee is arranged; you, owners and guarantors sign release; transfer fee paid; current franchise agreement signed by new franchisee; new franchisee agrees to be bound by all customer obligations of Franchisee, including all warranty work and service plans obligations (also see r, below).
n. Franchisor’s right of first refusal to acquire the Business	10(F)	We may buy your franchise at the same price and on the same terms as those of a third-party offer.
o. Franchisor’s option to purchase the Business	None	N/A
p. Death or disability of Franchisee	10(E)	Your personal representative must, within 120 days, tender the right of first refusal, apply for our consent to the transfer, pay the transfer fee and satisfy the transfer conditions (provided that no right of first refusal or transfer fee is applicable if the transferee is your spouse or child).
q. Non-competition covenants during the term of the Franchise Agreement	9(D)	<p>You (including your guarantors and owners, if you are an entity, or your spouse, children, parents, or siblings, if you are an individual) cannot be involved in a Competitive Business, subject to applicable state law.</p> <p>A “Competitive Business” is any business that offers or sells any product or service or component thereof that (i) composes a part of our System, (ii) is the same as or similar to any product or service then-offered by our franchisees or (iii) otherwise competes directly or indirectly with our System.</p>
r. Non-competition covenants after the Franchise Agreement is terminated or expires	9(D)	For 2 years, no Competing Business (as defined below) in your Territory, within a 25-mile radius of the outer boundary of your Territory, or inside the territory of another GLASS DOCTOR business operating under the same option as you did (i.e., Auto Option or Home and Business Option), subject to

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		<p>applicable state law.</p> <p>“Competing Business” is any business that offers or sells any product or service or component thereof that (i) composes a part of our System applicable to the Auto Option (if you have rights under the Auto Option) or Home and Business Option (if you have rights under the Home and Business Option), (ii) is the same as or similar to any product or service then-offered by our franchisees that operate under the Auto Option (if you have rights under the Auto Option) or Home and Business Option (if you have rights under the Home and Business Option) or (iii) otherwise competes directly or indirectly with our System applicable to the Auto Option (if you have rights under the Auto Option) or Home and Business Option (if you have rights under the Home and Business Option).</p>
s. Modification of the Franchise Agreement	14(B)	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	14(B)	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	11	Most disputes must be initially mediated. If a dispute is not resolved through the mediation process described in the Franchise Agreement, most disputes must be settled by litigation, subject to state law. Only if a court invalidates a jury waiver or a class action waiver will the dispute be resolved through arbitration, subject to state law.
v. Choice of venue	14(H)	Unless state law supersedes this provision, venue for mediation, arbitration, and litigation is in McLennan County, Texas.