

08-10-2000

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Docket No.:



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To the U.S. Patent & TMOs/TM Mail Rpt Dt. #61 and Trademark Fee Receipt. Please refer to the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Uniroyal Goodrich Licensing Services, Inc.**  
**15 North Street**  
**Dever, Delaware 19901**  
**U.S.A.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

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

Name: **Michelin North America, Inc.**  
Internal Address: \_\_\_\_\_  
Street Address: **One Parkway South**  
City: **Greenville** State: **SC** ZIP: **29615**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **New York**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **September 30, 1999**

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

A. Trademark Application No.(s)  
**See attached list of trademarks**

Additional numbers  Yes  No

B. Trademark Registration No.(s)  
**See attached list of trademarks** **1453723**

Additional numbers  Yes  No

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

Name: **Alan A. Csontos, Esquire**  
Internal Address: \_\_\_\_\_  
Street Address: **P.O. Box 2026**  
**515 Michelin Road**  
City: **Greenville** State: **SC** ZIP: **29602**

6. Total number of applications and registrations involved: **104**

7. Total fee (37 CFR 3.41):.....\$ **\$4,160.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**13-3085**

08/09/2000 DNGUYEN 00000313 133085 1953723

01 FC:481 40.00 CH  
02 FC:482 2575.00 CH

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.

**Alan A. Csontos**                      *Alan A. Csontos*                      **July 17, 2000**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and **7**

**EXHIBIT 1**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ADVOCATE	1953723	01/30/96
ALL SEASON KING	1836696	05/17/94
BAJA T/A	1698352	06/30/92
BAJA T/A & DESIGN	1696906	06/23/92
BRUNSWICK	156827	07/11/22
CAVALIER	336993	07/28/36
CAVALIER ACCOLADE	1748365	01/26/93
CAVALIER SRX	1771329	05/18/93
CIENTRA	1840443	06/21/94
CLM	1357940	09/03/85
COMP T/A	1185677	01/12/82
CON-TRAK-TOR	245262	08/07/28
COUNTRY SIDE	700183	06/28/60
COUNTRYSIDE	760365	11/19/63
CUSTOM 240	782453	12/29/64
CUSTOM 360	782452	12/29/64
<del>D/W KING</del>	<del>1107919</del>	<del>12/05/78</del>
DEFENDER SRX + 4	1835365	05/10/94
DEVICE (TIRE GRAPHICS)	856518	09/10/68
DEVICE (WHITE STRIPE-TIRE)	135839	10/01/20
DEVICE (YAWNING BOY)	806571	04/05/66
DIAMOND	144782	07/19/21
DURALOC	1272771	04/03/84
DURASHIELD	1881397	02/28/95
EURO RADIAL T/A	1269740	03/13/84

Trademark	Reg. No.	Reg. Date
EURO T/A	1239297	05/24/83
EXCENTIA	1859630	10/25/94
FASTRAK	802250	01/01/66
FISK	128063	12/01/19
FISK CLASSIC RADIAL	1099432	08/15/78
<del>FLEET CARRIER</del>	<del>706958</del>	<del>11/01/60</del>
FLEETMASTER	599687	12/21/54
FLEETMASTER TRIPLE TREAD	849821	05/01/68
<del>FRONT WHEELER</del>	<del>1135098</del>	<del>05/13/80</del>
FUEL MASTER & DESIGN	1248280	08/16/83
<del>GRADER KING</del>	<del>1101409</del>	<del>09/05/78</del>
HAUL MASTER	1246317	07/26/83
HI-WAY KING	760741	11/26/63
HIDEAWAY	1046310	08/17/76
HIGH TECH	1178005	11/17/81
LAREDO	774986	08/01/64
LAREDO M/T	1386732	03/18/86
LIBERATOR	1287845	07/31/84
<del>LIFE SAVER</del>	<del>3775998</del>	<del>03/12/40</del>
LIFESAVER RADIAL ALL SEASON	1190612	02/23/82
LRR	1157980	06/23/81
MACH II	1278881	05/22/84
<del>MACH SIXTY</del>	<del>1119992</del>	<del>06/12/79</del>
<del>MASTER GRIP</del>	<del>374548</del>	<del>01/01/40</del>
MEDALIST	747874	04/09/63
MILESAVER	1150981	04/14/81

Trademark	Reg. No.	Reg. Date
MILLER	651746	09/17/57
MODIFIER	1967978	04/16/96
MOMENTA	1833276	04/26/94
MONO-RIB	713863	04/01/61
MUD KING XT	1836695	05/17/94
OPEN TRAIL	SN: 75/583599	Filed: 11/05/98
<del>POLICE PURSUIT</del>	<del>4113087</del>	<del>02/13/79</del>
<del>POWER TRACTION</del>	<del>1790284</del>	<del>08/31/93</del>
PRECEPT	1851940	08/30/94
PREMIER	163320	01/09/23
RADIAL ALL-TERRAIN T/A	1701668	07/21/92
RADIAL MUD-TERRAN T/A	1166436	08/25/81
RALLY	838379	11/01/67
RALLYE	1131737	03/11/80
RALLYE 280 & DESIGN	1173125	10/13/81
RALLYE GTS	1602141	06/19/90
<del>RED RIB</del>	<del>1097359</del>	<del>07/25/78</del>
REVELATION	1994114	08/13/96
REVERE	723615	11/01/61
ROYAL	110334	05/01/16
ROYAL CARE	1961338	05/12/96
ROYAL SEAL	1144915	12/30/80
ROYAL SEAL	1150979	04/14/81
RUGGED TRAIL T/A	2296791	11/30/99
SILVERTOWN	782451	12/29/64
SILVERTOWN	150826	01/10/22
SPORT KING	747875	04/09/63

Trademark	Reg. No.	Reg. Date
SPORT SPECIAL	755508	07/01/63
SPORT TRUCK T/A	1190609	02/23/82
STAR STREAK	725623	12/0/61
STEELMASTER	507065	02/01/49
<del>SUPER CLEAN MASTER</del>	<del>700187</del>	<del>06/01/60</del>
T/A	920199	09/14/71
<del>THE ADVANTAGE</del>	<del>1089678</del>	<del>04/18/78</del>
<del>THE ADVANTAGE T/A</del>	<del>1184666</del>	<del>01/05/82</del>
THE EDGE	1240179	05/31/83
THE TRAC EDGE	1250266	09/06/83
<del>THERMA LOCK</del>	<del>1135716</del>	<del>05/01/80</del>
TIGER PAW	903507	12/01/70
TIGER PAW PLUS	1290913	08/21/84
TIGER PAW XTM	1602128	06/19/90
TIME TO RE-TIRE?	154025	04/01/22
TOURING T/A	1621084	11/06/90
TRACTION KING	750872	06/11/63
<del>TRACTION POLY</del>	<del>1109964</del>	<del>12/26/78</del>
TRAIL EDGE	1347622	07/09/85
TRAIL KING	1181997	12/15/81
TRAIL T/A	1597344	05/22/90
TRAILMAKER	748472	04/23/63
TRIGARD	1521706	01/24/89
<del>TUF LUG</del>	<del>062585</del>	<del>06/03/58</del>
UNI-STRIP	836729	10/01/67
UNIROYAL	757026	09/17/63

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
UNIROYAL	756959	09/17//63
UNIROYAL	759471	11/05/63
UNIROYAL	756970	09/17/63
UNIROYAL	756888	09/17/63
UNIROYAL	757426	09/24/63
UNIROYAL	756295	09/10/63
UNIROYAL	756434	09/10/63
UNIROYAL	757075	09/24/63
UNIROYAL & DESIGN (RED LOGO)	949594	01/02/73
UNIROYAL M+S "PLUS"	1167174	09/01/81
UNIROYAL MASTER	850236	06/04/68
UNIROYAL RUNFLAT	SN: 75/509960	Filed: 06/29/98
UNIROYAL STEELER (LOGO)	1157981	06/23/81
WINTER PATROL	814016	08/30/66
WINTER SRX	1835364	05/10/94
XLM H/T	1280661	06/05/84

ANNEX II

ASSIGNMENT

This is a Assignment between Uniroyal Goodrich Licensing Services, a Delaware corporation (hereafter "UGLS") and Michelin North America, a New York corporation (hereafter "MNA").

WHEREAS, UGLS, as the agent for Michelin Recherche et Technique, a corporation of Switzerland (hereafter "MRT"), is the registered owner of the United States trademarks and service marks listed in Exhibit 1 attached hereto for the products and services identified in the United States registrations and applications for registration therefor as identified in Exhibit 1.

WHEREAS MNA wishes to acquire said trademarks, the United States registrations therefor, and the goodwill associated therewith; and

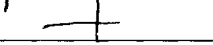
WHEREAS, UGLS, MRT and MNA have defined by separate agreement their future relations as to the trademarks listed above.

NOW, THEREFORE, for and in consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, UGLS, on behalf of MRT, does hereby sell, assign and transfer unto MNA the entire right, title and interest in said trademarks, any United States trademark registrations therefor, and the goodwill of the business associated therewith, together with all claims for past infringement thereof and all other claims for recovery thereunder.

This contract is subject to the laws of the United States and the State of New York.

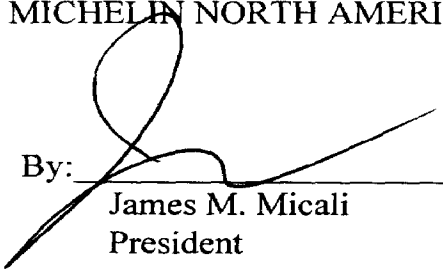
UNIROYAL GOODRICH *ATC*  
LICENSING SERVICES, INC

Date: September 30, 1999

By:   
\_\_\_\_\_  
Peri Martin  
President

MICHELIN NORTH AMERICA, INC *ATC*

Date: September 30, 1999

By:   
\_\_\_\_\_  
James M. Micali  
President