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WENMM-1594 (05/01)

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Industrial Tires Limited

8-10-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State New Brunswick Canada, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other License Agreement

Execution Date: July 3, 2001

2. Name and address of receiving party(ies)

Name: Maine Rubber International

Internal Address:

Street Address: 9 Laurence Road

City: Gorham State: Maine Zip: 04038

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Maine, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No (Designations 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)

76/242,050 76/243,440 76/241,899

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Gregory B. Coy

Internal Address:

Street Address: Bank One Center/Tower

111 Monument Circle, Suite 3700

City: Indianapolis State: Indiana Zip: 46204

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Gregory B. Coy Name of Person Signing

Gregory B. Coy Signature

August 7, 2001 Date

Total number of pages including cover sheet, attachments, and document: 3

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

08/16/2001 DBYRNE 00000291 76242050

01 FC:481 40.00 OP 02 FC:482 50.00 OP

TRADEMARK REEL: 002350 FRAME: 0346

TRADEMARK LICENSE AGREEMENT

This Agreement is entered into and made effective the 3rd day of July, 2001, by and between Industrial Tires Limited, a corporation organized and existing under the laws of New Brunswick, CANADA, whose address is 3161 Wharton Way, Mississauga, Ontario, CANADA, L4X2B7, (hereinafter "ITL"), and Maine Rubber International, a corporation organized and existing under the laws of the State of Maine, whose principal business address is 9 Laurence Road, Gorham, Maine, 04038 (hereinafter "MAINE RUBBER").

WHEREAS, ITL is the owner of the trademarks identified below, and the associated goodwill, and has filed United States intent-to-use applications for registration thereof, the applications having the below-identified Application Numbers:

MPC	U.S. Application No. 76/242,050;
MPR2	U.S. Application No. 76/241,899; and
MPR3	U.S. Application No. 76/243,440;

WHEREAS, MAINE RUBBER is desirous of acquiring a trademark license from ITL to be able to use the MPC, MPR2 and MPR3 trademarks in association with tires; and

WHEREAS, ITL is willing to grant a trademark license to MAINE RUBBER for use of the MPC, MPR2 and MPR3 trademarks on tires under certain terms and conditions.

NOW, THEREFORE, ITL and MAINE RUBBER agree to the following terms and conditions regarding the licensing of the MPC, MPR2 and MPR3 trademarks (hereafter referred to as "LICENSED MARKS") and any corresponding registration, U.S. or foreign, obtained for the MPC, MPR2 and MPR3 trademarks by ITL:

1.0 LICENSE GRANT

ITL hereby grants to MAINE RUBBER a non-exclusive, royalty-free, worldwide license to use the LICENSED MARKS in commerce on or in connection with the tires, provided that ITL makes no representations as to the right of others to use the LICENSED MARKS. In addition, MAINE RUBBER shall have the right to use all drawings, sketches and renderings prepared by ITL depicting the LICENSED MARKS.

2.0 OWNERSHIP AND GOODWILL

MAINE RUBBER acknowledges ITL's ownership of the LICENSED MARKS and the associated goodwill, and agrees that any and all goodwill resulting from the use of the LICENSED MARKS by MAINE RUBBER shall inure to the benefit of ITL. MAINE RUBBER also agrees that nothing in this License shall give MAINE RUBBER any right, title or interest in the LICENSED MARKS other than the right to use the LICENSED MARKS in accordance with this license.

3.0 TERM AND TERMINATION

This agreement may be terminated by mutual consent. In addition, if MAINE RUBBER makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior written notice or legal action by ITL.

4.0 QUALITY CONTROL

MAINE RUBBER agrees that the nature and quality of all goods sold by MAINE RUBBER under the LICENSED MARKS shall conform to quality standards that are set by ITL, and ITL shall be the sole judge of whether or not MAINE RUBBER has met or is meeting the standards of quality so established. MAINE RUBBER shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods covered by this License.

5.0 TRADEMARK USAGE

MAINE RUBBER shall use and apply the appropriate trademark symbol or other marking for the LICENSED MARKS whenever and wherever the LICENSED MARKS are used, as appropriate or required to maintain the strength of ITL's rights in the marks.

6.0 NO SUBLICENSING

MAINE RUBBER shall not have the right to grant any sublicense to any party or entity for use of the LICENSED MARKS without the prior written approval of ITL, which consent shall not be unreasonably withheld. In addition, rights conveyed hereunder are not transferable without ITL's prior written consent, and ITL shall have the right to use the LICENSED MARKS and to license their use to others.

7.0 INDEMNITY

ITL assumes no liability to MAINE RUBBER or to third parties with respect to the performance characteristics of the tires sold by MAINE RUBBER under the LICENSED MARKS, and MAINE RUBBER shall indemnify ITL against losses incurred to claims of third parties against ITL involving sale of tires by MAINE RUBBER.

IN WITNESS WHEREOF, ITL and MAINE RUBBER have caused their respective signatures to be entered below on those dates set forth.

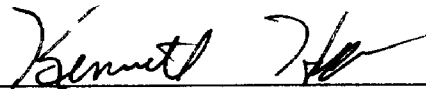
INDUSTRIAL TIRES LIMITED



Terry Mark, President

June 28, 2001
DATE

MAINE RUBBER INTERNATIONAL

By 
Kenneth A. Hebert, Vice President

July 3, 2001
DATE