03-01-2002

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03-07-2002

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

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

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

1. Name of conveying party(ies): The Hercules Tire & Rubber Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Connecticut
☐ Other

MRD 3/01/2

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

2. Name and address of receiving party(ies)

Name: Bank One, Michigan

Internal Address:

Street Address: 611 Woodward Avenue

City: Detroit State: MI Zip: 48226-7789

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Michigan Banking Corporation

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

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3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 2, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,070,258

Additional number(s) attached ☒ Yes ☐ No

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

Name: Marc A. Bergsman

Internal Address: Dickinson Wright, PLLC
Suite 800

Street Address: 1901 L Street, N.W.

City: Washington, State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41) $1,115.00

☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1061

(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.*

Marc A. Bergsman — Name of Person Signing

Marc A Bergsman — Signature

February 28, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 32

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

03/06/2002 TDIAZ1 00000172 2070258

01 FC:481 40.00 OP
02 FC:482 1075.00 OP

TRADEMARKS

MARK	SERIAL NO.	REG. NO.
TRAILERMAX		2257372
ELECTRA		1132666
H.D.T.L.		813014
HERCULES		713519
HERCULES		1387549
HERCUMILE		893739
IRONMAN		1385907
LUXURY G.T.		2280228
AGRIMAC		2070258
ALL COUNTRY		1971338
AVALANCHE		2289115
CANTERBURY		2089769
CARMERICA and Design		1728695
CARMERICA		1693532
SIGNET		2091937
SIGNET Winter Trax	75/618,610	
STYLIZED "S" Superior Tires & Design		1015747
TERRA TRAC	76/142,535	2,482,486
TERRA TRAC TOURING LTD.		2089703
TERRA TRAC AQT		2095643
TIRE DEALERS WAREHOUSE		1749007
MEGA TR		1752428
MEGA IV		1461811
MERIT		1715482
MERIT All Country LXT	75/480,524	2,398,388
MR	75/021,185	2134860
MRX PLUS IV		1802671
POLAR TRAX	75/657,231	2,394,940
RATTLER	Reg. 8/4/94	2178745
TREADWAY	73/658,330	1593523
ULTRA AQT		1933747
ULTRA PLUS IV	75/356,841	2254918
ULTRAPREME	Registration 782,857	782857
MYSTIC	78096307	
RAPTIS HP	78061344	
ZERO TOLERANCE	78057807	
	74422592	1959183
TEAM HERCULES	74147986	1881635
SERVICE TRAC	73631695	1453660
TRAIL DIGGER	73425937	1282370
HERCULUG	72241779	0831810
SAFTIPREME	72229246	0820301
H	72181235	0785509
H	72175110	0771896

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT, dated as of January 2, 2002 (this "Security Agreement"), is made by THE HERCULES TIRE & RUBBER COMPANY, a Connecticut corporation ("HTRC"), HERCULES RUBBER COMPANY, INC., an Ohio corporation ("HRC"), HERCULES MANAGEMENT, INC., an Ohio corporation ("HMI"), HTR TRUCKING COMPANY, an Ohio corporation ("TRUCKING") and MERIT TIRE, INC., an Ohio corporation ("MTI") (HTRC, HRC, HMI, TRUCKING and MTI may each be referred to as a "Borrower" and collectively as, the "Borrowers" and each individually, a "Borrower"), in favor of BANK ONE, MICHIGAN, a Michigan banking corporation, as agent (in such capacity, the "Agent") for the benefit of itself and the banks (the "Banks") now or hereafter parties to the Credit Agreement described below.

RECITALS

A. The Borrowers and The Hercules Tire Company of Canada Inc. ("Hercules Canada") have entered into an Amended and Restated Credit Agreement dated as of May 19, 2000, as amended by the First Amendment to Amended and Restated Credit Agreement dated as of April 3, 2001, by the Second Amendment to Amended and Restated Credit Agreement dated as of April 23, 2001, by the Third Amendment to Amended and Restated Credit Agreement dated as of July 2, 2001, by the Fourth Amendment to Amended and Restated Credit Agreement dated as of September 28, 2001 and by the Fifth Amendment to Amended and Restated Credit Agreement dated as of January 2, 2002 (as amended, supplemented, extended, restated or otherwise modified from time to time, including any agreement entered into in substitution therefor, the "Credit Agreement"), with the Banks and the Agent pursuant to which the Banks may make Advances (as therein defined) to the Borrowers.

B. Under the terms of the Credit Agreement, the Borrowers have entered into a Security Agreement dated as of March 10, 1995, as amended by the First Amendment to Security Agreement dated as of January 6, 1998 (as now and hereafter amended, supplemented, extended, restated or otherwise modified from time to time, the "Existing Security Agreement") pursuant to which the Borrowers granted to the Agent, for the benefit of itself and the Banks, a first-priority security interest, subject only to security interests expressly permitted by the Credit Agreement, in and to the Collateral described therein. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined from time to time.

C. The Borrowers and the Agent now desire to amend and restate the Existing Security Agreement on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein and in the Existing Security Agreement contained, the parties hereto agree as follows:

AGREEMENT

To secure (a) the prompt and complete payment of all Indebtedness and other obligations of each of the Borrowers or any of their respective Subsidiaries (including Hercules Canada) now or hereafter owing to the Banks or the Agent under or on account of the Credit Agreement, any other Loan Document or any letters of credit, notes or other instruments issued to the Agent or the Banks pursuant thereto, (b) the performance by each of the Borrowers and Hercules Canada of the covenants under the Credit Agreement, the Security Documents and the other Loan Documents and any monies expended by the Agent or any Bank in connection therewith, including without limitation any amounts that the Agent or any Bank may advance or spend for the maintenance or preservation of the Collateral or in connection with the preparation, administration, collection or enforcement of any of the Loan Documents, (c) the prompt and complete payment of all obligations and performance of all covenants of each of the Borrowers and Hercules Canada under any interest rate or currency swap agreements or similar transactions with any Bank or any Affiliate of any Bank, (d) the prompt and complete payment of all obligations and the performance of all covenants under any Guaranties executed by any Borrower or any Subsidiary in favor of the Agent or any Bank, and (e) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of each of the Borrowers or any of their respective Subsidiaries (including Hercules Canada) to the Agent or any Bank, or any of them, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by any Bank in any such indebtedness, obligations or liabilities of any Borrower or any Subsidiary of any Borrower (including Hercules Canada) to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by any such Borrower or any such Subsidiary as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against any Borrower or any Subsidiary of any Borrower under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, reasonable attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of the Borrowers and their respective Subsidiaries (including Hercules Canada) being herein called the "Secured Obligations", and all of the documents, agreements and instruments among the Borrowers, their respective Subsidiaries (including Hercules Canada), the Agent, the Banks, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Credit Agreement, the Notes, the Security Documents and the other Loan Documents, being herein collectively called the "Operative Documents"), for value received and pursuant to the Credit Agreement, each Borrower hereby grants, assigns and transfers to the Agent for the benefit of the Banks a first-priority security interest, subject only to Permitted Liens, in and to the following described personal property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of each Borrower's present and future Accounts, Documents, Instruments, Investment Property, General Intangibles (including Payment Intangibles and Software), Deposit Accounts, Letter-of-Credit Rights and Chattel Paper (as such terms are defined in Article 9 of the Uniform Commercial Code in the State of Michigan), including, but without limitation, all Supporting Obligations and all monies and claims for money due or to become due to any of the Borrowers, security held or granted to any Borrower, and all assets described in clause (d) below;

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(b) All of each Borrower's Equipment, Farm Products, and Fixtures, whether now owned or hereafter acquired, and wherever located, and whether used by such Borrower or any other person, or leased by such Borrower to any person and whether the interest of such Borrower is as owner, lessee or otherwise;

(c) All of each Borrower's present and future Inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by such Borrower;

(d) All other present and future property of each Borrower (whether tangible or intangible) other than real estate, including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or present or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of each Borrower as licensor under any of the foregoing whether now owned and existing or hereafter arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property"); and

(e) To the extent not listed above as original collateral, all products and proceeds of any and all of the foregoing.

1. Representations, Warranties, Covenants and Agreements. Each Borrower further represents, warrants, covenants, and agrees with the Agent for the benefit of the Banks as follows:

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of the Agent hereunder, unless the Agent shall otherwise consent, the Borrower shall be deemed to have represented and warranted that (i) the Borrower is the lawful owner of such Collateral or has the power to transfer the Collateral and has the right and authority to subject the same to the security interest of the Agent; (ii) other than Liens permitted by the Credit Agreement, none of the Collateral is subject to any Lien other than that in favor of the Agent and there is no effective financing statement or other filing covering any of the Collateral on file in any public office, other than in favor of the Agent. Upon filing of financing statements in the appropriate offices in the locations listed on Schedule 1(a), this Security Agreement creates in favor of the Agent a valid first-priority security interest, subject only to Permitted Liens, in the Collateral enforceable against the Borrower and all third parties and securing the payment of the Secured Obligations. Each of the Borrowers authorizes the Agent to file financing statements describing the Collateral and if requested will execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in, and if applicable, control of, the Collateral. Each of the Borrowers further ratifies and consents to the filing of any financing statement by the Agent which may have been filed prior to the date hereof..

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(b) Location of Offices and Facilities. HTRC is a corporation organized under the laws of the state of Connecticut. HTRC's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is located in the State of Ohio, County of Hancock at 1300 Morrical Boulevard, Findlay, Ohio 45840. HRC is a corporation organized under the laws of the state of Ohio. HRC's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is located in the State of Ohio, County of Hancock at 1300 Morrical Boulevard, Findlay, Ohio 45840. HMI is a corporation organized under the laws of the state of Ohio. HMI's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is located in the State of Ohio, County of Hancock at 1300 Morrical Boulevard, Findlay, Ohio 45840. TRUCKING is a corporation organized under the laws of the state of Ohio. TRUCKING's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is located in the State of Ohio, County of Hancock at 1300 Morrical Boulevard, Findlay, Ohio 45840. MTI is a corporation organized under the laws of the state of Ohio. MTI's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is located in the State of Ohio, County of Hancock at 1300 Morrical Boulevard, Findlay, Ohio 45840. Each of the Borrowers will provide the Agent with prior written notice of any proposed change in the location of its chief executive office. Each of the Borrower's only other offices and facilities are at the locations set forth in Schedule 1(b). The Borrower will provide the Agent with prior written notice of any change in the locations of its other offices and the facilities at which any assets of the Borrowers are located. The Federal tax identification number of HTRC is 060-66-3365 and its state charter number issued by the jurisdiction or its organization is N/A. The name of HTRC is The Hercules Tire & Rubber Company, which is the exact name as it appears in HTRC's organizational documents, as amended, as filed with HTRC's jurisdiction of organization, and HTRC has not conducted business under any other names except as listed on Schedule 1(b). The Federal tax identification number of HRC is 34-1762537 and its state charter number issued by the jurisdiction or its organization is 834326. The name of HRC is Hercules Rubber Company, Inc., which is the exact name as it appears in HRC's organizational documents, as amended, as filed with HRC's jurisdiction of organization, and HRC has not conducted business under any other names. The Federal tax identification number of HMI is 34-1762538 and its state charter number issued by the jurisdiction or its organization is 834346. The name of HMI is Hercules Management, Inc., which is the exact name as it appears in HMI's organizational documents, as amended, as filed with HMI's jurisdiction of organization, and HMI has not conducted business under any other names. The Federal tax identification number of TRUCKING is 34-182-0453 and its state charter number issued by the jurisdiction or its organization is 883103. The name of TRUCKING is HTR Trucking Company, which is the exact name as it appears in TRUCKING's organizational documents, as amended, as filed with TRUCKING's jurisdiction of organization, and TRUCKING has not conducted business under any other names. The Federal tax identification number of MTI is 34-1917887 and its state charter number issued by the jurisdiction or its organization is 988999. The name of MTI is Merit Tire, Inc., which is the exact name as it appears in MTI's organizational documents, as amended, as filed with MTI's jurisdiction of organization, and MTI has not conducted business under any other names. None of the Borrowers shall change their respective names or operate under any other names without the prior written consent of the Agent.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral consisting of Inventory is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without the prior written consent of the Agent. (ii) All Collateral consisting of Fixtures, machinery or Equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii)

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hereto, and at no other locations without the prior written consent of the Agent. If the Collateral described in clauses (i) or (ii) is kept at leased locations or warehoused, the Borrower has obtained appropriate landlord's lien waivers or appropriate warehousemen's notices have been sent, each satisfactory to the Agent, unless waived by the Agent. To the extent the Borrower leases any location subsequent to the date hereof, the Borrower shall obtain a landlord's lien waiver, satisfactory the Agent from the landlord of such new leased location. Following the occurrence and during the continuance of any Event of Default and upon the Agent's request, the Borrower shall transfer, at the Borrower's expense, all inventory and equipment at any location with respect to which an executed landlord agreement has not been delivered to the Agent to such other location designated by the Agent. None of the Equipment is covered by any certificate of title, except of the vehicles described in Schedule 1(c)(ii). None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by the Borrowers.

(d) Liens, Etc. The Borrower will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than Liens permitted by the Credit Agreement and those consented to in writing by the Required Banks. The Borrower will not, without the prior written consent of the Agent, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for, prior to an event of default only (notwithstanding any other agreement), the following: Inventory sold in the ordinary course of business and other assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed under Section 5.2(g) of the Credit Agreement. The Agent or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located pursuant to the terms of Section 5.1(e) of the Credit Agreement.

(e) Insurance. The Borrower shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by a company rated A or better by Best and shall be in amounts sufficient to protect the Agent against any and all loss or damage to the Collateral. The policy or policies which evidence said insurance shall be delivered to the Agent upon request, shall contain a lender loss payable clause in favor of the Agent, shall name the Agent for the benefit of the Banks as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving the Agent at least 30 days prior written notice thereof, and shall otherwise be in form and substance satisfactory to the Agent. Reimbursement under any liability insurance maintained by the Borrower pursuant to this paragraph 1(e) may be paid directly to the person who shall have incurred liability covered by such insurance, provided that:

(i) if there is any Default or Event of Default (whether before or after any event which caused any reimbursement under any liability insurance) such reimbursement shall be paid to the Agent for application to the Secured Obligations.

(ii) if there is no Default or Event of Default (whether before or after any event which caused any reimbursement under any liability insurance) and such reimbursement is less than $500,000, the Borrower may use the proceeds of such insurance solely to repair or replace the property damaged, provided that if such repair or replacement cannot be accomplished within 180 days after such reimbursement amount is received or if the reimbursement amount is greater than $500,000, the proceeds of such insurance shall be paid to the Agent for application to the Secured Obligations;

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and provided, further, upon the request of the Agent, such insurance proceeds that are allowed to be used to repair or replace hereunder may be held by the Agent in a cash collateral account.

(f) Taxes, Etc. The Borrower will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges, not being contested in good faith, which are now or hereafter may become a Lien upon any of the Collateral. If the Borrower fails to pay any such taxes, assessments or other imposts or charges in accordance with this Section, the Agent shall have the option to do so and the Borrower agrees to repay forthwith all amounts so expended by the Agent with interest at the Overdue Rate.

(g) Further Assurances. The Borrower will do all acts and things and will execute all financing statements and writings reasonably requested by the Agent to establish, maintain and continue a perfected and valid security interest of the Agent in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs of any searches deemed necessary by the Agent, to establish and determine the validity and the priority of the Agent's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement if the Borrower does not promptly execute a financing statement upon request of the Agent.

(h) List of Patents, Copyrights, Mask Works and Trademarks. Attached hereto as Schedule 1(h)(i) is a list of all patents and patent applications owned by the Borrowers. Attached hereto as Schedule 1(h)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by the Borrowers. Attached hereto as Schedule 1(h)(iii) is a list of all trademarks and service marks owned by the Borrowers. If the Borrowers at any time own any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, the Borrowers shall give the Agent prompt written notice thereof and hereby authorize the Agent to modify this Agreement by amended Schedules 1(h)(i), 1(h)(ii) and 1(h)(iii) to include all future patents, copyrights, mask works, trademarks and applications therefor and agree to execute all further instruments and agreements, if any, if requested by the Agent to evidence the Agent's interest therein.

(i) Maintenance of Tangible Collateral. The Borrower will cause the tangible Collateral material to the conduct of its business to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall forthwith, or, in the case of any loss or damage to any of the tangible Collateral as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements which are necessary or desirable to such end. The Borrower shall promptly furnish to the Agent a statement respecting any loss or damage to any of the tangible Collateral.

(j) Special Rights Regarding Accounts. The Agent or any of its agents may, at any time and from time to time in its sole discretion and irrespective of the existence of any event of default under this Security Agreement, verify, directly with each person (collectively, the "Obligors") which owes any Accounts to the Borrower, the Accounts in any manner. The Agent or any of its agents may, at any time from time to time after and during the continuance of an event of default under this Security Agreement, notify the Obligors of the security interest of the Agent in the Collateral and/or direct such Obligors that all payments in connection with such obligations and the Collateral be made directly to the Agent in the Agent's name. If the Agent or any of its agents shall collect such

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obligations directly from the Obligors, the Agent or any of its agents shall have the right to resolve any disputes relating to returned goods directly with the Obligors in such manner and on such terms as the Agent or any of its agents shall deem appropriate. The Borrower directs and authorizes any and all of its present and future Obligors to comply with requests for information from the Agent, the Agent's designees and agents and/or auditors, relating to any and all business transactions between the Borrower and the Obligors. The Borrower further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Agent or the Agent's agents or designees to pay directly to the Agent any and all sums of money or proceeds now or hereafter owing by the Obligors to the Borrower, and any such payment shall act as a discharge of any debt of such Obligor to the Borrower in the same manner as if such payment had been made directly to the Borrower. The Borrower agrees to take any and all action as the Agent may reasonably request to assist the Agent in exercising the rights described in this Section.

(k) Maintenance of Intellectual Property and Other Intangible Collateral. The Borrowers shall preserve and maintain all rights of the Borrowers and the Agent in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Borrowers' expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to halting the infringement of any Intellectual Property or other Collateral, the Borrowers do not need to take all such appropriate action if the Borrowers have, or after an event of default the Required Banks have, reasonably determined that it is not in its best interest to demand or enforce cessation of such infringement or other conduct because it is either not material or because the adverse consequences to the Borrowers would outweigh the benefits gained by such demand or enforcement.

(l) Deposit Accounts. The Borrowers will (i) upon the Agent's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Agent, in form and substance satisfactory to the Agent in order to give the Agent Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request after the occurrence and during the continuance of an event of default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring ownership of the Deposit Account to the Agent or transferring dominion and control over each such other deposit to the Agent until such time as no event of default exists. In the case of deposits maintained with Banks, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

(m) Letter-of-Credit Rights. The Borrowers will upon the Agent's request, cause each issuer of a letter of credit to consent to the assignment of proceeds of the letter of credit or otherwise give the Agent control of the related letter-of-credit right.

2. Events of Default. The occurrence of any Event of Default under the Credit Agreement shall be deemed an event of default under this Security Agreement.

3. Remedies. Upon the occurrence of any event of default specified in Paragraph 2 hereof, the Agent shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Operative Documents or provided by law, including

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but not limited to all of the rights and remedies of a secured party under the Michigan Uniform Commercial Code, and each Borrower hereby agrees to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties, authorizes the Agent to take possession of the Collateral with or without demand and in accordance with applicable law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements, incurred by the Agent) and then to the payment and satisfaction of the Secured Obligations. Any requirement of reasonable notice shall be met if the Agent sends such notice to the Borrowers, by registered or certified mail, at least 5 days prior to the date of sale, disposition or other event giving rise to a required notice. The Agent or any Bank may be the purchaser at any such sale. Each Borrower expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. The Agent shall have no obligation to preserve rights against prior parties, and the Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. Each Borrower hereby waives as to the Agent and each Bank any right of subrogation or marshaling of such Collateral and any other collateral for the Secured Obligations. To this end, each Borrower hereby expressly agrees that any such collateral or other security of any Borrower or any other party which the Agent may hold, or which may come to any of the Banks or any of their possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Agent or any Borrower does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Borrowers shall be jointly and severally liable for any deficiency remaining after disposition of the Collateral. The Agent, on behalf of the Banks, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Agent may specifically disclaim any warranties of tile or the like. If the Agent sells any of the Collateral upon credit, the Borrowers will be credited only with payments actually made by the purchaser, received by the Agent and applied to the indebtedness of such purchaser. In the event any such purchaser fails to pay for the Collateral, the Agent may resell the collateral and the Borrowers shall be credited with the proceeds of sale.

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence of any event of default, each Borrower shall, if requested to do so in writing, and to the extent so requested (i) promptly collect and enforce payment of all amounts due such Borrower on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by such Borrower as trustee for the Agent, without commingling with any funds belonging to such Borrower, and (iii) forthwith deliver all such payments to the Agent with endorsement to the Agent's order of any checks or similar instruments.

(b) Upon the occurrence of any event of default, each Borrower shall, if requested to do so, and to the extent so requested, notify all Obligors and other persons with obligations to such Borrower on account of or in connection with any of the Collateral of the security interest of the Agent in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to the Agent. The Agent itself may, upon the

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occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to the Agent.

(c) Upon the maturity (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the occurrence of an event of default and the exercise of rights and remedies under this Security Agreement by the Agent, for purposes of assisting the Agent in exercising its rights and remedies under this Security Agreement, each Borrower (i) hereby irrevocably constitutes and appoints the Agent its true and lawful attorney, for and in such Borrower's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorizes the Agent to endorse the name of such Borrower, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, hereby irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as the Agent shall deem advisable and (iv) hereby irrevocably authorizes the Agent to notify the post office authorities to change the address for delivery of each Borrower's mail to an address designated by the Agent, and the Agent may receive, open and dispose of all mail addressed to the each of the Borrowers. Notwithstanding any other provisions of this Security Agreement, it is expressly understood and agreed that the Agent shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to the Agent under any Operative Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Agent under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Agent. To the extent that it lawfully may, each Borrower agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will such Borrower, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by the Agent and waiver of any default or forbearance on the part of the Agent in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

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7. Governing Law; Consent to Jurisdiction. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each Borrower agrees that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and each Borrower hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably appoints CT Corp. as its agent for service of process and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to such agent or to such Borrower or by the mailing thereof by registered or certified mail, postage prepaid to such Borrower at its address set forth in the Credit Agreement. Nothing in this paragraph shall affect the right of the Agent to serve process in any other manner permitted by law or limit the right of the Agent to bring any such action or proceeding against any Borrower or any of their property in the courts of any other jurisdiction. Each Borrower hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered in the manner described in the Credit Agreement.

9. Rights Not Construed as Duties. The Agent neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Agent has or obtains a security interest hereunder. If any Borrower fails to perform any agreement contained herein, the Agent may but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be payable by the Borrowers under paragraph 12. The powers conferred on the Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

12. Expenses. (a) Each of the Borrowers agrees to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct.

(b) Each of the Borrowers will, upon demand, pay to the Agent an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any

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experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or under the Operative Documents, or (iv) the failure of any Borrower to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon each Borrower, its successors and assigns (including all persons who become bound as a debtor to this Security Agreement) and inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and its successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all commitments to lend and letters of credit outstanding under the Operative Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to each Borrower.

14. Waiver of Jury Trial. The Agent and the Banks, in accepting this Security Agreement, and each of the Borrowers, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the Agent, any Bank nor any Borrower shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Agent, any Bank or any Borrower except by a written instrument executed by all of them.

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IN WITNESS WHEREOF, each Borrower has caused this Security Agreement to be duly executed as of the day and year first set forth above.

THE HERCULES TIRE & RUBBER COMPANY

By:_____

Its:_____

HERCULES RUBBER COMPANY, INC.

By:_____

Its:_____

HERCULES MANAGEMENT, INC.

By:_____

Its:_____

HTR TRUCKING COMPANY

By:_____

Its:_____

MERIT TIRE, INC

By:_____

Its:_____

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Accepted and Agreed:

BANK ONE, MICHIGAN, as Agent

By: Robert C Ellis

Its: First Vice President

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CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio)
) ss.
COUNTY OF Hancock)

The foregoing Security Agreement was acknowledged before me on this 19th day of February, 2002 by Craig E. Anderson, the President of THE HERCULES TIRE & RUBBER COMPANY, a Connecticut corporation, on behalf of said corporation.

(Seal)

Notary Public

Melissa J. Inbody
Melissa J. Inbody
My commission expires
8-29-06

STATE OF Ohio)
) ss.
COUNTY OF Hancock)

The foregoing Security Agreement was acknowledged before me on this 19th day of February, 2002 by Craig E. Anderson, the President of HERCULES RUBBER COMPANY, INC., an Ohio corporation, on behalf of said corporation.

(Seal)

Notary Public

Melissa J. Inbody
Melissa J. Inbody
My commission expires
8-29-06

STATE OF Ohio)
) ss.
COUNTY OF Hancock)

The foregoing Security Agreement was acknowledged before me on this 19th day of February, 2002 by Craig E. Anderson, the President of HERCULES MANAGEMENT, INC., an Ohio corporation, on behalf of said corporation.

(Seal)

Notary Public

Melissa J. Inbody
Melissa J. Inbody
My commission expires
8-29-06

TRADEMARK
REEL: 002455 FRAME: 0131

STATE OF Ohio)
) ss.
COUNTY OF Hancock)

The foregoing Security Agreement was acknowledged before me on this 19th day of February, 2002 by Craig E. Anderson, the President of HTR TRUCKING COMPANY, an Ohio corporation, on behalf of said corporation.

(Seal)

Notary Public
Melissa J. Inbody
My commission expires
8-29-06
Melissa J. Inbody

STATE OF Ohio)
) ss.
COUNTY OF Hancock)

The foregoing Security Agreement was acknowledged before me on this 19th day of February, 2002 by Craig E. Anderson, the President of MERIT TIRE, INC., an Ohio corporation, on behalf of said corporation.

(Seal)

Notary Public
Melissa J. Inbody
My commission expires
8-29-06
Melissa J. Inbody

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

The foregoing Security Agreement was acknowledged before me on this 20th day of February, 2002, by Richard C. Ellis, the First Vice President of Bank One, Michigan, as Agent, a Michigan banking corporation, on behalf of said corporation.

(Seal)

Notary Public

Sharon A. Oke
SHARON A. OKE
Notary Public, Macomb County, Michigan
Acting in Wayne County
My Commission Expires September 16, 2004

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SCHEDULE 1(a) TO SECURITY AGREEMENT

Locations where Financing Statements Are to Be Filed

1. Connecticut Secretary of State
2. Ohio Secretary of State

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SCHEDULE 1(b) TO SECURITY AGREEMENT

List of Other Office and Facility Locations

Borrower	Type of Office of Facility	Address
Treadway Exports	Sales	215 Frobisher Drive Unit 2, Waterloo, ONT, CN N2V 2G4

Tradenames

Trade Names of The Hercules Tire & Rubber Company

Tire Dealers Warehouse
TDW
The Merit Tire & Rubber Company
Reynolds Tire Company
Brigadier Rubber Company
HTR Export Sales, Inc.
Winchester Tire Company

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SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

Borrower	Address	City	County	State	If Leased or Warehoused, Name and Address of Lessor/Warehouseman
The Hercules Tire & Rubber Company	14801 Twp Rd 212	Findlay	Hancock	OH	Leased/Company Operated for its own use
	1714 Anderson Ave	Compton	LA	CA	Owned/Company Operated for its own use
	33377 Transit Ave	Union City	Alameda	CA	Leased/Company Operated for its own use
	11424 Anaheim Dr.	Dallas		TX	Leased/Company Operated for its own use
	3635 Willow Blvd.	Houston	Harris	TX	Leased/Company Operated for its own use
	5130 Service Center Road	San Antonio	Bexar	TX	Leased/Company Operated for its own use
Hercules Tire Company of Canada Inc.	311 Ingersoll Street	Ingersoll		Ont, CN	Leased/Company Operated for its own use
	470 Norfinch Ave	Downsview		Ont, CN	Leased/Company Operated for its own use
	175 Lahr Dr.	Belleville		Ont, CN	Leased/Company Operated for its own use
	415 Norwich Ave	Woodstock		Ont, CN	Leased/Company Operated for its own use
Hercules Rubber Company	1300 Morrical Blvd	Findlay	Hancock	OH	Owned/Company Operated for its own use

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SCHEDULE 1(c)(ii) TO SECURITY AGREEMENT

List of Fixtures, Machinery and Equipment Locations and Vehicles Covered by Certificates of Title

A. List of Fixtures, Machinery and Equipment Locations

Borrower	Address	City	County	State
The Hercules Tire & Rubber Company	1300 Morrical Blvd.	Findlay	Hancock	OH

Legal Description, Record Owner and Tax Parcel No.
(if fixtures are at this location)

The Hercules Tire & Rubber Company
Parcel Number: 60-0001008650
Parcel Number: 60-0000059670

B. Vehicles subject to certificates of title:

Description	Title Number & State Where Issued
None.	

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SCHEDULE 1(h)(i) TO SECURITY AGREEMENT

Patents and Applications

PATENT NO.	TITLE
D445,373	Tire
5,755,904	Method for cementless building of retreaded tires
5,635,015	Apparatus for cementless building of retreaded tires
5,221,389	Adjustable carrier and method for processing a tire in a tire retreading plant
5,089,079	Retread ring
4,850,834	Retread ring

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SCHEDULE 1(h)(ii) TO SECURITY AGREEMENT

Copyrights, Maskworks and Applications

None.

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SCHEDULE 1(h)(iii) TO SECURITY AGREEMENT

Trademarks, Service Marks and Applications

See attached.

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TRADEMARKS

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
765360	AGRIMAC	CANADA	ELECTRA	8/30/94		467370	
215108	AGRIMAC	MEXICO	ELECTRA	5/17/95		497842	
74/592.812	AGRIMAC	U.S.	ELECTRA	10/31/94	Registered 6/10/97	2070258	Renew 6/10/02
001-13103	ALL COUNTRY	U.S.		5/12/95	Registered 4/30/96	1971338	Renew 4/30/06
55-13103	ALL COUNTRY	CHINA	HERCULES	8/27/99	Serial No. 9900101734 Trademarked 1/28/01	1515221	Renew 1/27/11
2-13992	ALPHA	CANADA	ELECTRA	12/30/94	Registered 7/21/98	497460	Let expire when renewal is due on 7/21/13 per J. Recchia 10/98
746694	AVALANCHE	CANADA	TREADWAY	2/4/94		440173	
207264	AVALANCHE	MEXICO	TREADWAY	8/2/94		528046	
1-13994	AVALANCHE	U.S.	HERCULES	Registered 10/29/99		2289115	Renew 10/26/09
2-13995	BOG HOG	CANADA	TREADWAY	5/18/94	Registered 8/26/88	754888	Drop when time for renewal
001-13198	CANTERBURY	U.S.	HERCULES	9/25/95	Registered 8/19/97	2089769	Renew 8/19/07
015-11869	CARMERICA	MEXICO	HERCULES	4/13/94	Registered 4/13/94	465875	Renew 4/13/04
001-12264	CARMERICA and DESIGN	U.S.	HERCULES	10/27/92	Registered 10/27/92	1728695	Renew 10/27/02 - renewal in process
001-11869	CARMERICA	U.S.	HERCULES	6/9/92	Registered 6/9/92	1693532	Renew 6/9/02 - Renewal in process
015-11942	CARMEXICO	MEXICO	HERCULES	5/18/94	Registered 5/18/94	460948	Renew 2/9/04

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
7-13998	ELECTRA	AUSTRALIA	Herc.-Canada	1/28/00		821440	Renew 1/28/10
	ELECTRA	CANADA	TREADWAY	6/1/78		236951	
55-13998	ELECTRA	CHINA	HERCULES	8/27/99	Serial No. 9900101733	1515207	Renew 1/27/11
	ELECTRA	INDONESIA	ELECTRA	10/26/95		378238	Renew 10/26/2005
	ELECTRA	MALAYSIA	ELECTRA	12/19/95		95013584	Renew 12/19/02
15-13998	ELECTRA	MEXICO	TREADWAY	8/2/94	Appl. No. 207,266		**Last corresp. 2/28/200**
14-13998	ELECTRA	SO. AFRICA	ELECTRA	3/20/96	Application 96/03815	**2/13/02 -**	**E-mailed Martin to see what's happening**
							2/13/02 - E-mailed Fraser to see where we stand on this application.
	ELECTRA	U.S.	Herc.-Canada	6/15/78		1132666	Renewed 12/06/2000
	ELECTRA	URUGUAY	TREADWAY	1/2/95		28745	
2-14000	ELECTRA SNO TRAC	CANADA	TREADWAY	5/26/82		282802	Drop when time for renewal
	FARM SPECIALIST	CANADA	ELECTRA	9/23/94		457019	
	FREE SPIRIT	CANADA	TREADWAY	6/15/93		440103	7/00 - TBC contesting
	FREE SPIRIT	TREADWAY	MEXICO	8/1/94		485155	
002-13810	H (STYLIZED)	CANADA	HERCULES	10/7/92		417203	Renew 9/17/08
	H.D.T.L.	U.S.	HERCULES		Registered Aug.1966	813014	Renew 8/16/06
030-13901	HERCULES & Logo	AUSTRALIA	HERCULES	8/13/85		431590	Renew 8/13/06
030-10106	HERCULES & Logo	BRAZIL	HERCULES	1/24/94	Registered 4/27/99	819458783	

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
109-10106	HERCULES	CAMBODIA	HERCULES	9/30/96	Registered 1/6/97	8542	Renew 1/6/07
						8543	**10/10/01 - Probably will expire**
						8544	**1/6/02 due to lack of use.**
							2/6/02 - aren't using & can't show
							affadavit of use, so mark is vacated.
002-10106A	HERCULES	CANADA	HERCULES	1/27/94	Registered 5/19/95	443073	Renew 5/19/10
HER40307	HERCULES	CANADA	HERCULES		Registered 6/3/94	235,045	Renew 8/17/09
2-10106	HERCULES	CANADA	HERCULES	2/24/94		746,371	
055-10106	HERCULES	CHINA	HERCULES	11/22/93	Registered 8/21/95	761932	Renew 8/21/05
055-11804	HERCULES	CHINA	HERCULES	11/20/93	Registered 4/21/95	742084	Renew 4/20/05
035-10106	HERCULES	COLOMBIA	HERCULES	10/7/94	Registered 1/25/95	171153	Renew 1/25/05
006-10106	HERCULES	JAPAN	HERCULES	8/23/85	Registered 12/19/88	2101674	
6-14361	HERCULES	JAPAN	HERCULES		Applic. No. 112116/1997		Fighting rejection 12/13/99
							9/28/01 - agreement issued from
							Mitsubishi for both of us to use in our
							various categories.
108-10106	HERCULES	LAOS	HERCULES		Registered 12/10/96	5100	Renew 12/10/96
015-11753	HERCULES	MEXICO	HERCULES	4/13/94	Registered 4/13/94	464841	Renew 4/13/04
	Machinery & Equipment)						
	HERCULES	MEXICO	HERCULES	4/13/94	Registered 4/14/94	481827	Renew 4/14/04
	(tread rubber)						
15-10107	HERCULES	MEXICO	HERCULES	Sergio Bustamante has originals - copies sent to Fraser 3/99			
80-14361	HERCULES	PANAMA	HERCULES	4/22/99		1296	Next renewal 11/13/09

FILE	MARK (commercial mark)	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
77-10106	HERCULES	PANAMA	HERCULES	4/22/99	Renewal filed 4/22/99	24173	Renewed 10/22/01. Next renewal 11/13/09.
021-10106	HERCULES	PHILIPPINES	HERCULES			53365	Accepted 2/98. Next affadavit due date is 9/4/03
021-10107	HERCULES	PHILIPPINES	HERCULES	11/23/90	Registered 9/4/92	53365	Renew date 9/4/12
049-10106	HERCULES	POLAND	HERCULES	7/20/94	Registered 9/24/97	97959	Renew 9/24/07
001-10106	HERCULES	U.S.	HERCULES	5/4/59	Registered 4/4/61	713519	Renewal date 4/04/11
001-10107	HERCULES	U.S.	HERCULES	7/26/85	Registered 3/25/86	1387549	Renew 3/25/06
099-10106	HERCULES	VIETNAM	HERCULES	9/30/96		26 515	Renew 11/29/06
001-12204	HERCUMILE	U.S.	HERCULES	9/4/69	Registered 6/30/70	893739	Renewed 12/4/00
	IRONMAN	CANADA	ELECTRA	8/9/94		506358	Renew 1/12/14
	IRONMAN	MEXICO	TREADWAY	8/2/94		513792	
	IRONMAN	U.S.	TREADWAY	3/6/85		1385907	
15-14008	Llantas Especiales	MEXICO	TREADWAY	10/28/94		216621	Note: responded to office action 6/97 Pending 5/14/99 per Rick Martin **7/31/01 - Martin faxed to speed up registration.**
	LUXURY G.T.	CANADA	ELECTRA	1/29/96		500305	Renew 9/9/2013
	LUXURY G.T.	U.S.	ELECTRA	4/1/96		2280228	Renew 9/9/2013
	MAXXIS	MEXICO	TREADWAY	5/31/94		472267	Drop when renewal comes

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
1-14225	MEGA TR	U.S.	HERCULES	3/25/98		1752428	Renew 3/27/03
HER42900	MEGA IV	U.S.	HERCULES	10/20/87		1461811	Renew 10/20/07
007-09456	MERIT	AUSTRALIA	HERCULES	10/8/97		745894	Renew 10/8/07
002-09456	MERIT	CANADA	HERCULES	11/24/95		450608	Renew 11/24/10
33-9456	MERIT	CHILE	HERCULES	3/07/200	(David Foo requesting)	578.615	Renew 10/10/10
55-09456	MERIT	CHINA	HERCULES	8/27/99	Serial No. 9900101730	1515233	Renew 1/27/11
035-09456	MERIT	COLOMBIA	HERCULES	1/24/95		171154	Renew 1/24/05
015-09456	MERIT	MEXICO	HERCULES	4/13/94		465874	Renew 4/13/04
95-9456	MERIT	Saudi Arabia	HERCULES	12/12/99	Application No. 45930	513/45	Renew 5/22/08
026-09456	MERIT	SO. KOREA	HERCULES	3/27/95		310591	Renew 3/27/05
001-09456	MERIT	U.S.	HERCULES	9/25/92		1715482	Renew 9/15/02
1-14177	Merit All Country LXT	U.S.	HERCULES	5/6/98	Serial No. 75/480521	2,398,388	Accepted 10/24/00. Renew in 6 yrs.
001-13244	MR	U.S.	HERCULES	2/3/98	Serial #75/021,185	2134860	Renew 2/3/08
002-10808	MRX PLUS IV	CANADA	HERCULES	1/27/94		454609	Renew 2/23/11
015-10808	MRX PLUS IV	MEXICO	HERCULES	2/9/94		459722	Renew 2/9/04
001-10808	MRX PLUS IV	U.S.	HERCULES	9/11/92		1802671	Renew 11/2/03
1-14413	POLAR TRAX	U.S.	HERCULES	2/9/99	Serial 75/657,231	2,394,940	Registered 10/17/00
001-12262	RATTLER	U.S.	HERCULES	8/29/94	Reg. 8/4/98	2178745	Renew 8/4/08

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
1-14402	SIGNET	U.S.	HERCULES	8/26/97		2091937	Renew 8/26/07
1-14402	Signet Winter Trax	U.S.	HERCULES	1/11/99	Serial No. 75/618,610	On 1/18/00 -	Notice of Opposition - Bridgestone 6/22/01 - Sent response
001-13087	STYLIZED "S" Superior Tires & Design	U.S.	HERCULES	2/22/74		1015747	Renew 7/15/05
55-14534	TERRA TRAC	CHINA	HERCULES	8/27/99	Serial No. 9900101731	1515232	Renew 1/27/11
1-14534	TERRA TRAC	U.S.	HERCULES	10/20/00	Serial No. 76/142,535	2,482,486	Renew 8/28/11
001-13145	TERRA TRAC TOURING LTD.	U.S.	HERCULES	7/21/95		2089703	Renew 8/19/07
001-13117	TERRA TRAC AQT	U.S.	HERCULES	6/1/95		2095643	Renew 9/9/07
	TIRECO	CANADA	ELECTRA	6/21/94		44791	
	TIRECO Internacional	MEXICO	ELECTRA	8/30/94		418545	
7-13574	Tire Dealers Warehouse	AUSTRALIA	HERCULES	3/16/98		757202	Renew 3/16/08 **7/01 - Don working on getting a dealer to use TDW in Australia**
002-13811	Tire Dealers Warehouse	CANADA	HERCULES	8/14/91		428799	Renew 6/17/09
001-13574	Tire Dealers Warehouse	U.S.	HERCULES	6/12/91		1749007	Renew 1/26/03
15-13574	TDW and design	Mexico	HERCULES	10/28/91		600521	Requested renewal 4/25/01 **No use - may lose mark** **Need to use before 4/28/02**
019-12345	TIRE DEPOT	ARGENTINA	HERCULES	1/9/95	Serial No. 1,956,357		Supposedly rcvd registration 1/5/00 but never received actual paperwork 1/11/02 - Martin following up to get document.

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
061-12345	TIRE DEPOT	BOLIVIA	HERCULES	11/3/98	Serial No. 1,967	68596C	Renew 11/3/08
030-12345	TIRE DEPOT	BRAZIL	HERCULES		Pending		2/13/02 - e-mailed Martin for status
002-12345	TIRE DEPOT	CANADA	HERCULES	8/5/97	Serial No. 852,761	TMA530,640	Renew 7/28/15
033-12345B	TIRE DEPOT	CHILE	HERCULES	3/17/95		457967	Renew 3/1/06
035-12345	TIRE DEPOT	COLOMBIA	HERCULES	10/7/94	Serial No. 94,046,021		License from Tire Depot, Ltda 2/13/02 E-mailed Fraser on status
036-12345	TIRE DEPOT	ECUADOR	HERCULES	1/11/95		RN DNPI- 361-96 MICIP	Renew 10/16/06
015-12345	TIRE DEPOT	MEXICO	HERCULES	9/8/98		346563	Renew 9/8/08
077-12345	TIRE DEPOT	PANAMA	HERCULES	4/28/00	Serial No. 102895		8/15/00 - emailed Fraser to put disclaimer on use of word "Tire" to get this handled. 7/18/01 - should be okay as opposition expiration date expired 6/21/01 2/13/02 - E-mailed Fraser for status
078-12345	TIRE DEPOT	PARAGUAY	HERCULES	11/25/94		181559	Renew 10/13/05
51-12345	TIRE DEPOT	PARAGUAY	HERCULES	2/7/97		275028	Renew 2/7/07
023-12345A	TIRE DEPOT	PERU	HERCULES	9/5/95		20936	Renew 11/9/05
023-12345B	TIRE DEPOT	PERU	HERCULES	9/5/95		5620	Renew 11/9/05
051-12345	TIRE DEPOT	URUGUAY	HERCULES	1/11/95		275/028	Renew 2/7/07
	TRAILERMAX	CANADA	CANADA	9/8/98		500201	Renew 9/8/13
	TRAILERMAX	U.S.	HERCULES	6/29/99	Registered 6/29/99	2257372	Renew 6/29/09

FILE	MARK	COUNTRY	APPLICANT	FILED	STATUS	REG. NO.	NOTES
	TREADWAY	CANADA	TREADWAY	6/5/78		238146	
	TREADWAY	MEXICO	TREADWAY	8/2/94		493692	
1-14023	TREADWAY	U.S.	TREADWAY	5/1/87	Serial #73658330	1593523	Renewed 7/5/01. Next renewal 4/24/10
001-11553	ULTRA AQT	U.S.	HERCULES	11/7/95		1933747	Renew 11/7/05
001-13780	ULTRA PLUS IV	U.S.	HERCULES	9/15/97	Serial No. 75/356,841	2254918	Decl Of Use due on 2/22/04
Delio 7997	ULTRAPREME	U.S.	HERCULES	1/5/65	Registration 782,857	782857	Renewed 1/5/85 - Good til 1/5/2005

SERIAL NUMBER	REG. NUMBER	WORD MARK	COUNTRY	APPLICANT
78096307		MYSTIC	USA	HERCULES
78061344		RAPTIS HP	USA	HERCULES
78057807		ZERO TOLERANCE	USA	HERCULES
74422592	1959183		USA	HERCULES
74147986	1881635	TEAM HERCULES	USA	HERCULES
73631695	1453660	SERVICE TRAC	USA	HERCULES
73425937	1282370	TRAIL DIGGER	USA	HERCULES
72241779	0831810	HERCULUG	USA	HERCULES
72229246	0820301	SAFTIPREME	USA	HERCULES
72181235	0785509	H	USA	HERCULES
72175110	0771896	H	USA	HERCULES

RECORDED: 03/01/2002