

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big O Tires, Inc.		11/29/2003	CORPORATION: NEVADA

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76513811	BIG O TIRES
Serial Number:	76513813	
Serial Number:	76513815	
Serial Number:	76513449	
Serial Number:	76513812	BIGFOOT
Serial Number:	76513814	
Serial Number:	76513448	
Serial Number:	76514803	BIGFOOT COUNTRY
Serial Number:	76513445	MESA A/P

## CORRESPONDENCE DATA

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2276

Email: LBLewy@stblaw.com

Correspondent Name: Alison Winick, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

TRADEMARK

REEL: 002757 FRAME: 0032

900003388

OP \$240.00 76513811

Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0964
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NAME OF SUBMITTER:	Lea B. Levy
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<p>Total Attachments: 8</p> <p>source=BOT_SI_T#page1.tif</p> <p>source=BOT_SI_T#page2.tif</p> <p>source=BOT_SI_T#page3.tif</p> <p>source=BOT_SI_T#page4.tif</p> <p>source=BOT_SI_T#page5.tif</p> <p>source=BOT_SI_T#page6.tif</p> <p>source=BOT_SI_T#page7.tif</p> <p>source=BOT_SI_T#page8.tif</p>
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of November 29, 2003 is made by Big O Tires, Inc. in favor of JPMorgan Chase Bank, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as such term is defined in the Guarantee and Collateral Agreement referred to below) as parties to (i) the Credit Agreement, dated as of March 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TBC Corporation (the "Borrower"), the Lenders, the Administrative Agent and the Co-Administrative Agent and (ii) the Second Amended and Restated Note Agreement dated as of April 1, 2003, as amended by Amendment No.1 to the Seconded Amended and Restated Note Agreement, dated as of November 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Existing Note Agreement") between The Prudential Insurance Company of America ("Prudential") and the Borrower and (iii) the Note Purchase Agreement dated as of April 1, 2003 as amended by Amendment No.1 to the Note Purchase Agreement, dated as of November 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Additional Note Agreement") among Prudential, certain affiliates, managed accounts or funds of Prudential (the "Prudential Affiliates") and the Borrower (the Existing Note Agreement and the Additional Note Agreement collectively referred to as the "Note Agreements").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2003 and amended and restated as of November 29, 2003 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to TBC Corporation (the "Borrower") upon the terms and subject to the conditions set forth therein and Prudential and the Prudential Affiliates have agreed to amend certain covenants and other provisions of the Note Agreements, pursuant to the amendments referred to above (the "Note Agreement Amendments"); and

WHEREAS, in connection with the Credit Agreement and the Note Agreements, Big O Tires, Inc. has executed and delivered a Guarantee and Collateral Agreement, dated as of March 31, 2003, as amended by the First Amendment thereto dated as of November 29, 2003, as a grantor party (the "Grantor") in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement and to induce Prudential and the Prudential Affiliates to enter into the Note Agreement Amendments, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Credit and the Note Agreements) assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the Note Agreements and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BIG O TIRES, INC.

By: Thomas W. Garvey  
Name: Thomas W. Garvey  
Title: Executive Vice President

JPMorgan Chase Bank (formerly known as THE  
CHASE MANHATTAN BANK) as Collateral  
Agent for the Secured Parties

By: \_\_\_\_\_  
Name:  
Title:

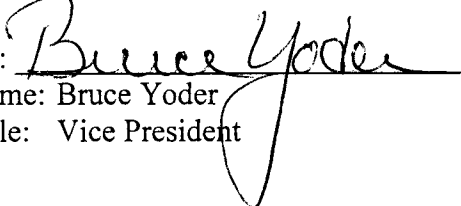
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BIG O TIRES, INC.

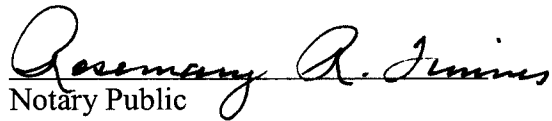
By: \_\_\_\_\_  
Name: Thomas W. Garvey  
Title: Executive Vice President

JPMorgan Chase Bank (formerly known as THE  
CHASE MANHATTAN BANK) as Collateral  
Agent for the Secured Parties

By:   
Name: Bruce Yoder  
Title: Vice President

STATE OF *Tennessee* )  
 ) ss  
COUNTY OF *Shelby* )

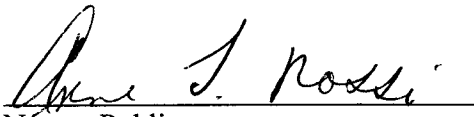
On the 25 day of Nov., 2003, before me personally came Thomas W. Garvey, who is personally known to me to be the Executive Vice President of Big O Tires, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Executive Vice President in such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
MY COMMISSION EXPIRES:  
May 11, 2004

(PLACE STAMP AND SEAL ABOVE)

STATE OF                                 )  
  ) ss  
COUNTY OF                                 )

On the 15 day of November, 2003, before me personally came Bruce Yoder, who is personally known to me to be the Vice President of JPMorgan Chase (formerly known as THE CHASE MANHATTAN BANK), a New York banking corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
ANNE T. ROSSI  
Notary Public, State of New York  
No. 01RO5029512  
Monroe County  
Commission Expires June 20, 2006  
(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****BIG O TIRES, INC.**

MARK	REFERENCE#	FILED	APPL#	REGDT	REG#
<b>AGGRESSOR</b>					
UNITED STATES PENDING	T34357US0	11/10/2003	N/A		
<b>BIGFOOT &amp; Design of Bird</b>					
UNITED STATES PENDING	T34340US0	5/13/2003	76/513,811		
<b>BIGFOOT &amp; Design of Face</b>					
UNITED STATES PENDING	T34342US0	5/13/2003	76/513,813		
<b>BIGFOOT &amp; Design of Flag</b>					
UNITED STATES PENDING	T34344US0	5/13/2003	76/513,815		
<b>BIGFOOT &amp; Design of Foot</b>					
UNITED STATES PENDING	T34339US0	5/13/2003	76/513,449		
<b>BIGFOOT &amp; Design of Jeep</b>					
UNITED STATES PENDING	T34341US0	5/13/2003	76/513,812		
<b>BIGFOOT &amp; Design of Rocket</b>					
UNITED STATES PENDING	T34343US0	5/13/2003	76/513,814		
<b>BIGFOOT &amp; Design of Scissors</b>					
UNITED STATES PENDING	T33147US0	5/13/2003	76/513,448		
<b>BIGFOOT COUNTRY &amp; DESIGN</b>					
UNITED STATES PENDING	T33146US0	5/16/2003	76/514,803		
<b>DESTINY</b>					
UNITED STATES PENDING	T34358US0	11/10/2003	N/A		
<b>FUGITIVE</b>					
UNITED STATES PENDING	T34346US0	11/10/2003	N/A		
<b>LEGACY TOUR PLUS</b>					
UNITED STATES PENDING	T33932US0	11/12/2003	N/A		
<b>MAMMOTH</b>					
UNITED STATES PENDING	T34345US0	11/10/2003	N/A		

**MESA A/P**

UNITED STATES	T34031US0	5/13/2003	76/513,445
PENDING			

**VENGEANCE RADIAL SPORT**

UNITED STATES	T34359US0	11/10/2003	N/A
PENDING			

**VENGEANCE SPORT SLX**

UNITED STATES	T34360US0	11/10/2003	N/A
PENDING			