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IEET 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

7-15-03

- Individual(s) Association General Partnership Limited Partnership Corporation of 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 Trademark License Agreement

Execution Date: February 19, 2003

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)

78/167,429

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: Woodard, Emhardt, Moriarty, McNett

& Henry LLP

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:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- 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

Signature

July 11, 2003

Date

07/30/2003 LHMUELLER 00000244 78167429

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

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



07-15-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #58

TRADEMARK REEL: 002791 FRAME: 0217

# TRADEMARK LICENSE AGREEMENT

This Agreement is entered into and made effective the 19 day of Feb., 2003, 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 trademark identified below, and the associated goodwill, and has filed a United States intent-to-use application for registration thereof, the application having the below-identified Application Number:

SOLID FLEX                      U.S. Application No. 78/167,429;

**WHEREAS**, MAINE RUBBER is desirous of acquiring a trademark license from ITL to be able to use the SOLID FLEX trademark in association with tires; and

**WHEREAS**, ITL is willing to grant a trademark license to MAINE RUBBER for use of the SOLID FLEX trademark 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 SOLID FLEX trademark (hereafter referred to as "LICENSED MARK") and any corresponding registration, U.S. or foreign, obtained for the SOLID FLEX trademark by ITL:

## 1.0 LICENSE GRANT

ITL hereby grants to MAINE RUBBER a non-exclusive, royalty-free, worldwide license to use the LICENSED MARK 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 MARK. In addition, MAINE RUBBER shall have the right to use all drawings, sketches and renderings prepared by ITL depicting the LICENSED MARK.

## 2.0 OWNERSHIP AND GOODWILL

MAINE RUBBER acknowledges ITL's ownership of the LICENSED MARK and the associated goodwill, and agrees that any and all goodwill resulting from the use of the LICENSED MARK 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 MARK other than the right to use the LICENSED MARK 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 MARK 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 MARK whenever and wherever the LICENSED MARK are used, as appropriate or required to maintain the strength of ITL's rights in the mark.

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 MARK 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 MARK 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 MARK, 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.

2/19/03  
DATE

INDUSTRIAL TIRES LIMITED

By Terry Lindberg  
Typed or printed name: TERRY LINDBERG  
Title: President

2/19/03  
DATE

MAINE RUBBER INTERNATIONAL

By Terry Lindberg  
Typed or printed name: TERRY LINDBERG  
Title: President