TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (previously recorded at Reel 2769 Frame 0171)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent	FORMERLY JPMorgan Chase Bank	11/17/2005	National Banking Association:

RECEIVING PARTY DATA

Name:	TBC Corporation
Street Address:	4770 Hickory Hill Road
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38141
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75874915	SHADOW

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Mark Solomon, Esq.
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ATTORNEY DOCKET NUMBER:	509265/0964
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/

OP $40.00 75874915

Date:	11/28/2005

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of November 17, 2005, from JPMorgan Chase Bank N.A. (formerly JPMorgan Chase Bank), a national banking association, as Collateral Agent (the "Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to 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 Prudential Insurance Company of America ("Prudential") party to the Second Amended and Restated Note Agreement dated as of April 1, 2003 (as amended, supplemented or otherwise modified from time to time, the "Existing Note Agreement") between Prudential and the Borrower and party to the Note Purchase Agreement dated as of April 1, 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") (the Lenders, Prudential and the Prudential Affiliates being collectively referred to as the "Secured Parties"), to TBC Corporation, ("Obligor"), a Delaware corporation with its principal place of business located at 4770 Hickory Hill Road, Memphis, TN, 38141.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 31, 2003, made by the Grantors (as defined therein), including the Obligor, in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks, dated as of April 24, 2003, among the Agent and Obligor (the "Grant of Security Interest"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademarks (as defined in the Collateral Agreement), including the Trademark Collateral;

WHEREAS, the Grant of Security Interest was recorded in the United States Patent and Trademark Office on July 2, 2003, at Reel 002769, Frame 0171; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A. (formerly JPMorgan Chase Bank)

By: _____

Name:

Title: B.B. WUTHRICH
VICE PRESIDENT

STATE OF Georgia)
) ss.:
COUNTY OF Fulton)

On this 21st day of November, 2005, before me personally appeared B. Wuthrich to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

Ashley Pretlow
Notary Public

My Commission Expires
August 24, 2009, Fulton County, GA

(Affix Seal Below)

SCHEDULE A

U.S. Trademark Applications

Mark	Application Date	Application No.
SHADOW	12/17/1999	75/874,915

509265-0964-02468-PaloAlto.2044536.1