

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GPX International Tire Corporation		03/31/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Citizens Bank of Massachusetts
Street Address:	28 State Street, 13th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	a Banking Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2117704	CONSTELLATION
Registration Number:	2117872	CONSTELLATION
Registration Number:	2532380	GALAXY
Registration Number:	1592907	GALAXY
Registration Number:	2067323	KING KONG
Registration Number:	2225598	SUPER SIDEWALL
Registration Number:	2247291	THE BEAST
Registration Number:	2063496	THE BEEFY BABY
Registration Number:	2376922	THE HIPPO
Registration Number:	2342360	THE HULK
Registration Number:	2874065	THE KING OF COAL
Registration Number:	2275575	TURF SPECIAL

OP \$315.00 2117704

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 7145401235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins, LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038264-0052 GPX INT. TIRE
NAME OF SUBMITTER:	Joanna Fowler
Signature:	/Joanna Fowler/
Date:	04/13/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2006, is entered into by GPX INTERNATIONAL TIRE CORPORATION, a Massachusetts corporation (formerly known as "Gans Tire Co., Inc." and "Galaxy Tire & Wheel, Inc."), MAINE INDUSTRIAL TIRES LIMITED, an Indiana corporation, MAINE RUBBER INTERNATIONAL, a Maine corporation (collectively, the "Grantors") and CITIZENS BANK OF MASSACHUSETTS, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of March 31, 2006 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Collateral Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A (the "Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

GPX INTERNATIONAL TIRE CORPORATION
DYNAMIC TIRE CORP.
MAINE RUBBER INTERNATIONAL

By: 

Name: Bryan S. Gaff

Title: Co-Chief Executive Officer

MAINE INDUSTRIAL TIRES LIMITED

By: 

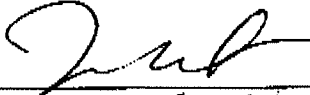
Name: Bryan S. Gaff

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003289 FRAME: 0403

CITIZENS BANK OF MASSACHUSETTS,
as Collateral Agent

By: 
Name: Frank Coccia
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

Owner: Gans Tire Co., Inc.

Mark	Application No. or Registration No.	Filing Date or Registration Date	Country
BEAD BUSTER	Reg. No. 1,540,172	Registered 5/23/89	United States

Owner: GPX International Tire Corporation

Mark	Application No. or Registration No.	Filing Date or Registration Date	Country
AGRI-STAR	App. No. 78/757,333	Filed 11/18/05	United States
CONSTELLATION	Reg. No. 2,117,704	Registered 12/2/97	United States
CONSTELLATION	Reg. No. 2,117,872	Registered 12/2/97	United States
GALAXY	Reg. No. 2,532,380	Registered 1/22/02	United States
GALAXY	Reg. No. 1,592,907	Registered 4/24/90	United States
KING KONG	Reg. No. 2,067,323	Registered 6/3/97	United States
SUPER SIDEWALL	Reg. No. 2,225,598	Registered 2/23/99	United States
THE BEAST	Reg. No. 2,247,291	Registered 5/25/99	United States
THE BEEFY BABY	Reg. No. 2,063,496	Registered 5/20/97	United States
THE HIPPO	Reg. No. 2,376,922	Registered 8/15/00	United States
THE HULK	Reg. No. 2,342,360	Registered 4/18/00	United States
THE KING OF COAL	Reg. No. 2,874,065	Registered 8/17/04	United States
TRI-STAR	App. No. 78/784,708	Filed 1/4/06	United States
TURF SPECIAL	Reg. No. 2,275,575	Registered 9/7/99	United States

2. Maine Industrial Tires Limited

Mark	Application No. or Registration No.	Filing Date or Registration Date	Country
BRAWLER & Design	unregistered trademark		
PRECISION PRODUCTS LIMITED	unregistered trademark		

Mark	Application No. or Registration No.	Filing Date or Registration Date	Country
EASY RIDER	unregistered trademark		
MITL & Design	unregistered trademark		

3. Maine Rubber International

Mark	Application No. or Registration No.	Filing Date or Registration Date	Country
FIRST BY CHOICE	Reg. No. 1,386,725	Registered 3/18/86	United States
PERMATHANE GOLD	Reg. No. 1,009,120	Registered 4/22/75	United States
PRO TIRE	Reg. No. 19870101M	Registered 10/7/86	United States – State of Maine
VALUTHANE	Reg. No. 2,494,420	Registered 10/02/01	United States
WOLVERINE	Reg. No. 2,461,220	Registered 06/19/01	United States

III. U.S. TRADEMARK APPLICATIONS

Owner: GPX International Tire Corporation

Mark	Application No. or Registration No.	Filing Date or Registration Date	Country
AGRI-STAR	App. No. 78/757,333	Filed 11/18/05	United States
TRI-STAR	App. No. 78/784,708	Filed 1/4/06	United States

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