

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper Tire & Rubber Technology Services, LLC dba Cooper Technology Services, LLC		12/27/2005	limited liability company of Ohio: OHIO
RECEIVING PARTY DATA			
Name:	Cooper Tire & Rubber Company		
Street Address:	701 Lima Avenue		
City:	Findlay		
State/Country:	OHIO		
Postal Code:	45840		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3019223	DON'T GIVE UP A THING	
Registration Number:	3056003	WINTERIDE	
CORRESPONDENCE DATA			
Fax Number:	(419)243-8502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	419 243-1294		
Email:	essp@essp-law.com		
Correspondent Name:	Mark C. Schaffer		
Address Line 1:	One SeaGate, Suite 1980, P.O. Box 916		
Address Line 4:	Toledo, OHIO 43697-0916		
ATTORNEY DOCKET NUMBER:	TRA-001042 AND 001043		
NAME OF SUBMITTER:	Mark C. Schaffer		
Signature:	/Mark C. Schaffer/		

OP \$65.00 3019223

Date:

09/29/2006

Total Attachments: 3

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COOPER TIRE & RUBBER COMPANY


ASSISTANT SECRETARY'S CERTIFICATE

I, Jack Jay McCracken, being the duly elected, qualified and acting Assistant Secretary of Cooper Tire & Rubber Company, a Delaware corporation (the "Company"), do hereby certify as follows:

1. That attached hereto is a true, correct and complete copy of the Assignment and Assumption Agreement made as of December 27, 2005 whereby the Company acquired all rights, title and interest in and to the assets and property of Cooper Tire & Rubber Technology Services, LLC dba Cooper Technology Services, LLC.

In witness whereof, I have duly executed this Certificate as Assistant Secretary of the Company and have caused the seal of the Company to be affixed hereto as of the 23rd day of June, 2006

CORPORATE SEAL

By: 
Jack Jay McCracken, Assistant Secretary

*

TRADEMARK

REEL: 003399 FRAME: 0503

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of December 27, 2005, by and among Cooper Tire & Rubber Technology Services, LLC, an Ohio limited liability company ("Seller") and Cooper Tire & Rubber Company, a Delaware corporation ("Purchaser").

WHEREAS, the assets of Seller shall be transferred to Purchaser pursuant to the terms of a Bill of Sale dated of even date herewith (the "Assets").

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Assignment. Seller shall, and hereby does, assign and transfer to Purchaser all of its rights, title and interests in and to (a) the Assets and (b) all of the obligations, duties, commitments, claims and liabilities of any and every kind, whether known or unknown, accrued, absolute, contingent or otherwise, of Seller (the "Liabilities").

Section 2. Assumption. Purchaser shall, and hereby agrees to, assume, pay, discharge and perform all of the Liabilities.

Section 3. Governing Law. This Agreement will be governed by the laws of the State of Ohio. The parties acknowledge that this Agreement was made and entered into within the State of Ohio.

Section 4. Further Assurances. The parties hereby agree to execute any and all further documents and to take all further actions as they may reasonably request in order to fully effectuate the provisions of this Agreement.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date first above written.

Cooper Tire & Rubber Company

Cooper Tire & Rubber Technology
Services, LLC

By: C.F. Nagy
Name: C.F. Nagy
Its: Assistant Treasurer

By: C.F. Nagy
Name: C.F. Nagy
Its: Assistant Treasurer

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **Cooper Tire & Rubber Technology Services, LLC**, an Ohio limited liability company ("Seller"), in consideration of one dollar (\$1.00) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to **Cooper Tire & Rubber Company**, a Delaware corporation ("Purchaser"), its successors and assigns, all of its right, title and interest in and to any and all assets and property of Seller, whether real, personal or mixed, tangible or intangible, and wheresoever situated.

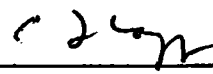
Seller will, from time to time after execution of this Bill of Sale, upon reasonable notice from Purchaser, execute, acknowledge and deliver or caused to be executed and delivered, all further documents or instruments necessary to effect the transactions contemplated by this Bill of Sale.

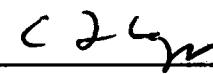
This Bill of Sale is executed by and shall be binding upon Seller and its successors and assigns effective as of the Closing Date.

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Bill of Sale to be executed by its duly authorized officer as of December 27, 2005.

Cooper Tire & Rubber Company

Cooper Tire & Rubber Technology Services, LLC

By: 
Name: C.F. Nagy
Its: Assistant Treasurer

By: 
Name: C.F. Nagy
Its: Assistant Treasurer