

**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
GPX International Tire Corporation		01/30/2008	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	RBS Citizens, N.A. (successor to Citizens Bank of Massachusetts), as Collateral Agent
Street Address:	52 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1009120	PERMATHANE GOLD
Registration Number:	2494420	VALUTHANE
Registration Number:	2461220	WOLVERINE
Registration Number:	3363661	RADION
Serial Number:	77299297	MAINETIRE
Serial Number:	77301628	MITL

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins LLP  
 Address Line 1: 650 Town Center Drive  
 Address Line 2: Suite 2000  
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$165.00 1009120

ATTORNEY DOCKET NUMBER:	038264-0052
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/07/2008
Total Attachments: 5 source=GPXInternationalTSA#page1.tif source=GPXInternationalTSA#page2.tif source=GPXInternationalTSA#page3.tif source=GPXInternationalTSA#page4.tif source=GPXInternationalTSA#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 30, 2008, is entered into by GPX INTERNATIONAL TIRE CORPORATION, a Massachusetts corporation (the "Grantor"), and RBS CITIZENS, N.A. (successor to 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, each of the other grantors party thereto and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor has granted a security interest to the Secured Party in certain Trademarks whether then owned or existing or thereafter acquired or arising and wherever located, including those Trademarks listed on Schedule A (the "Secured Trademarks").

WHEREAS, pursuant to Section 4.10 of the Security Agreement, the Grantor has agreed to file this Agreement with the United States Patent and Trademark Office and the Canadian Intellectual Property Office so as to record the security interest in the Secured Trademarks consisting of the U.S. Trademark registrations and applications owned by the Grantor acquired or arising since the execution of the Security Agreement and the Canadian Trademark registrations and applications owned by the Grantor.

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

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of the 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 Party 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 Secured Party may modify this Agreement, after obtaining the 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 the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the 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 the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

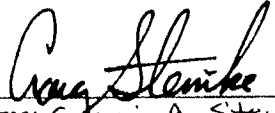
(v) Counterparts

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 Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

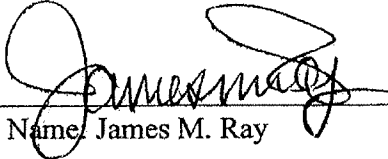
GPX INTERNATIONAL TIRE CORPORATION

By:   
Name: Craig A. Steink  
Title: President and CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003715 FRAME: 0306

**RBS CITIZENS, N.A.**

By:   
Name: James M. Ray  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003715 FRAME: 0307**

## TRADEMARK SECURITY AGREEMENT

## I. UNITED STATES REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
PERMATHANE GOLD	Reg. No. 1,009,120	Registered 4/22/75
VALUTHANE	Reg. No. 2,494,420	Registered 10/02/01
WOLVERINE	Reg. No. 2,461,220	Registered 06/19/01
RADION	Reg. No. 3,363,661	Registered 1/1/08

## II. UNITED STATES TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
MAINETIRE	App. No. 77/299,297	Filed 10/9/07
MITL	App. No. 77/301,628	Filed 10/11/07

## III. CANADIAN REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
AGRI STAR	Reg. No. 686,502	Registered 4/24/07
CONSTELLATION	Reg. No. TMA485529	Registered 11/14/97
GALAXY	Reg. No. TMA384819	Registered 5/24/91
THE BEEFY BABY	Reg. No. TMA646259	Registered 8/22/05
SOLIDAIR	Reg. No. TMA236689	Registered 10/19/79

## IV. CANADIAN TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
GRYPHON	App. No. 1287813	Filed 1/30/06
RADION	App. No. 1302326	Filed 5/23/06
HONEY WAGON	App. No. 1324999	Filed 11/21/06
RULE THE EARTH	App. No. 1332638	Filed 1/25/07
MAINETIRE	App. No. 1367561	Filed 10/15/07
THE INDESTRUCTIBLES	App. No. 1348322	Filed 5/22/07
MITL	App. No. 1367697	Filed 10/16/07