

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
Dynamic Tire Corp. (successor to Industrial Tire Limited)		01/30/2008	CORPORATION: ONTARIO

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: 20

Property Type	Number	Word Mark
Registration Number:	2016666	MULTI-CLASS FORMULA MCF I II III IV
Registration Number:	1690066	SOFTSTANDARD
Registration Number:	2732919	MPR2
Registration Number:	718245	SRT
Registration Number:	2703745	MPC
Registration Number:	2100576	EUROSOFT
Registration Number:	2990234	SOLID FLEX
Registration Number:	386436	INNACUSH
Registration Number:	1364372	ITL
Registration Number:	1135099	BRAWLER
Registration Number:	1045362	ITL INDUSTRIAL TIRES LTD.
Registration Number:	1675791	SOFTUFF
Registration Number:	2969171	DYNAMO
Registration Number:	2454491	TIRES THAT LEAVE A LASTING IMPRESSION

OP \$515.00 2016666

Registration Number:	2664960	PRIMEX
Registration Number:	2460836	LOGSTOMPER
Registration Number:	2454492	DYNAMIC TIRE CORP. THE LEADING EDGE OF PERFORMANCE
Registration Number:	2470897	BOSSMAN
Registration Number:	1947740	CLASS V
Registration Number:	2165046	YARDMASTER

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

ATTORNEY DOCKET NUMBER:	038264-0052
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	02/07/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 30, 2008, is entered into by DYNAMIC TIRE CORP. (successor to Industrial Tires Limited), an Ontario Corporation (the "Grantor"), and RBS CITIZENS, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of January 30, 2008 among the Grantor, 2082320 Ontario Inc., GPX International Tire Corporation, Logi Planning Corp., GPX International LLC and Sunrise Global Trade, Inc. and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor is granting a security interest to the Collateral Agent in certain Intellectual Property Rights whether now owned or existing or hereafter acquired or arising and wherever located, including the trademark and service mark registrations and applications 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, the Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, 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 Collateral Agent for the benefit of the Secured Parties under the Security Agreement. The provisions of the Security Agreement are supplemental to the provisions of this Agreement.

(ii) Covenants

(a) The Grantor agrees that from time to time, at the expense of the Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Secured Trademarks. Without limiting the generality of the foregoing, the Grantor shall (A) authorize such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; and (B) at the request of Collateral Agent, take such requested actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Secured Trademarks with the United States Patent and Trademark Office and/or the various Secretaries of State.

(b) The Grantor hereby authorizes the Collateral Agent to file a Record or Records (as defined in Section 9-102 of the New York Uniform Commercial Code), including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent in the Secured Trademarks.

(c) The Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining the Grantor's approval of or signature to such modification by amending Schedule A (as such schedule may be amended or supplemented from time to time) 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) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except as set forth herein or otherwise in accordance with the amendment provisions of the Security Agreement.

(iv) 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.

(v) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent for the benefit for the Secured Parties and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(vi) 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.

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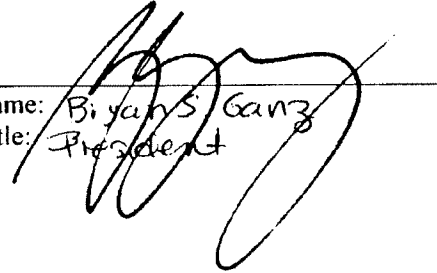
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

DYNAMIC TIRE CORP.

By: _____

Name: *Bryan S Ganz*

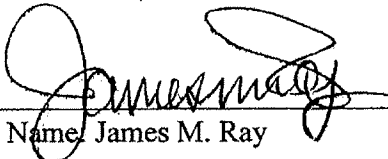
Title: *President*

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'Bryan S Ganz'.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003715 FRAME: 0317

RBS CITIZENS, N.A.

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

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE A

I. UNITED STATES REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
MULTI-CLASS FORMULA MCF I II III IV (and Design)	Reg. No. 2,016,666	Registered 11/19/96
SOFTSTANDARD	Reg. No. 1,690,066	Registered 6/2/92
MPR2	Reg. No. 2,732,919	Registered 7/1/03
SRT	Reg. No. 718,245	Registered 7/11/61
MPC	Reg. No. 2,703,745	Registered 4/8/03
EUROSOFT	Reg. No. 2,100,576	Registered 9/30/97
SOLID FLEX	Reg. No. 2,990,234	Registered 8/30/05
INNACUSH (Stylized)	Reg. No. 386,436	Registered 4/8/41
ITL	Reg. No. 1,364,372	Registered 10/8/85
BRAWLER	Reg. No. 1,135,099	Registered 5/13/80
ITL INDUSTRIAL TIRES LTD. (and Design)	Reg. No. 1,045,362	Registered 8/3/76
SOFTUFF	Reg. No. 1,675,791	Registered 2/18/92
DYNAMO	Reg. No. 2,969,171	Registered 7/29/05
TIRES THAT LEAVE A LASTING IMPRESSION	Reg. No. 2,454,491	Registered 5/29/01
PRIMEX	Reg. No. 2,664,960	Registered 12/24/02
LOGSTOMPER	Reg. No. 2,460,836	Registered 6/19/01
DYNAMIC TIRES CORP. THE LEADING EDGE OF PERFORMANCE (and Design)	Reg. No. 2,454,492	Registered 5/29/01
BOSSMAN	Reg. No. 2,470,897	Registered 7/24/01
CLASS V	Reg. No. 1,947,740	Registered 1/9/96
YARDMASTER	Reg. No. 2,165,046	Registered 6/16/98

II. UNITED STATES TRADEMARK APPLICATIONS

None.

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NY1367974.5

RECORDED: 02/07/2008

**TRADEMARK
REEL: 003715 FRAME: 0320**