

# 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                |
| GPX International Tire Corporation |  | 12/21/2009     | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA               |  |                |                            |
| Name:                              | Alliance Tire Co. (1992) USA Ltd.            |                |                            |
| Street Address:                    | 4 Second Ave.                                |                |                            |
| Internal Address:                  | Ste. 106                                     |                |                            |
| City:                              | Denville                                     |                |                            |
| State/Country:                     | NEW JERSEY                                   |                |                            |
| Postal Code:                       | 07834  |                |                            |
| Entity Type:                       | CORPORATION: DELAWARE                        |                |                            |
| PROPERTY NUMBERS Total: 17         |  |                |                            |
| Property Type                      | Number                                       | Word Mark      |                            |
| Registration Number:               | 3299582                                      | AGRI STAR      |                            |
| Registration Number:               | 2470897                                      | BOSSMAN        |                            |
| Registration Number:               | 2117872                                      | CONSTELLATION  |                            |
| Registration Number:               | 1592907                                      | GALAXY         |                            |
| Registration Number:               | 3325105                                      | HARBORMASTER   |                            |
| Registration Number:               | 3565070                                      | HONEY WAGON    |                            |
| Registration Number:               | 2067323                                      | KING KONG      |                            |
| Registration Number:               | 2460836                                      | LOGSTOMPER     |                            |
| Registration Number:               | 2664960                                      | PRIMEX         |                            |
| Registration Number:               | 3363661                                      | RADION         |                            |
| Registration Number:               | 2225598                                      | SUPER SIDEWALL |                            |
| Registration Number:               | 2063496                                      | THE BEEFY BABY |                            |

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TRADEMARK  
REEL: 004131 FRAME: 0772

|                      |         |                  |
|----------------------|---------|------------------|
| Registration Number: | 2376922 | THE HIPPO        |
| Registration Number: | 2342360 | THE HULK         |
| Registration Number: | 2874065 | THE KING OF COAL |
| Registration Number: | 2275575 | TURF SPECIAL     |
| Registration Number: | 2165046 | YARDMASTER       |

#### CORRESPONDENCE DATA

Fax Number: (617)345-9020

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

Phone: 617-345-9000

Email: tmdocket@haslaw.com, kbrunkhorst@haslaw.com

Correspondent Name: Deborah L. Benson

Address Line 1: 28 State Street

Address Line 2: Hinckley, Allen & Snyder LLP

Address Line 4: Boston, MASSACHUSETTS 02109-1775

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Deborah L. Benson   |
| Signature:         | /Deborah L. Benson/ |
| Date:              | 01/14/2010          |

#### Total Attachments: 3

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## **TRADEMARK ASSIGNMENT**

**THIS “ASSIGNMENT”** is made as of the 21 day of December 2009, between GPX International Tire Corporation, a Massachusetts Corporation having a place of business at 730 Eastern Avenue, Malden, MA 02148, USA (the “Assignor”) and Alliance Tire Co. (1992) USA Ltd., a Delaware Corporation having an address of 4 Second Ave., Ste. 106, Denville, NJ 07834, USA (the “Assignee”).

**WHEREAS**, the Assignor is the owner in the United States of the trademarks listed in Schedule A (hereinafter the “Trademarks”).

**WHEREAS**, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of October 26, 2009 (the “Agreement”), pursuant to which the Assignor has agreed to assign to the Assignee all right, title, and interest in, to and under the Trademarks, together with all goodwill associated therewith and the Assignee has agreed to accept said assignment.

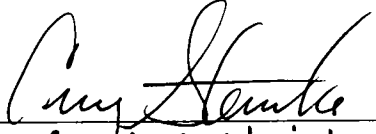
**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, the Assignor and Assignee, intending to be legally bound, agree as follows:

1. The Assignor hereby assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with all goodwill associated therewith, including all rights to sue, recover and retain damages and costs and attorneys’ fees for past, present and future infringement(s) and/or dilution, or misappropriation of any of the foregoing.
2. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all documents as may be reasonably required to effect the terms of this Assignment and its recordation.
3. This Assignment may be executed in any number of 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 agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.


ASSIGNOR

**GPX International Tire Corporation**

By:   
Name: Craig A. Steinke  
Title: CEO

ASSIGNEE

**Alliance Tire Co. (1992) USA Ltd.**

By:   
Name: Todd K. Richardson  
Title: CFO + Secretary

**SCHEDULE A**

| <b><u>MARK</u></b> | <b><u>REG. NO.</u></b> |
|--------------------|------------------------|
| AGRI STAR          | 3,299,582              |
| BOSSMAN            | 2,470,897              |
| CONSTELLATION      | 2,117,872              |
| GALAXY             | 1,592,907              |
| HARBORMASTER       | 3,325,105              |
| HONEY WAGON        | 3,565,070              |
| KING KONG          | 2,067,323              |
| LOGSTOMPER         | 2,460,836              |
| PRIMEX             | 2,664,960              |
| RADION             | 3,363,661              |
| SUPER SIDEWALL     | 2,225,598              |
| THE BEEFY BABY     | 2,063,496              |
| THE HIPPO          | 2,376,922              |
| THE HULK           | 2,342,360              |
| THE KING OF COAL   | 2,874,065              |
| TURF SPECIAL       | 2,275,575              |
| YARDMASTER         | 2,165,046              |