

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
GPX International Tire Corporation		12/21/2009	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Serial Number:	77412254	EARTH-PRO	
Serial Number:	77085418	RULE THE EARTH	
<b>CORRESPONDENCE DATA</b>			
Fax Number: (617)345-9020			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/		

OP \$65.00 77412254

**900152197**

**TRADEMARK**  
**REEL: 004131 FRAME: 0891**

Date:

01/14/2010

**Total Attachments: 3**

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## **TRADEMARK ASSIGNMENT**

**THIS "ASSIGNMENT"** is made as of the 24 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.

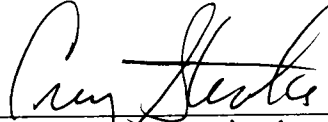
**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, the Assignor and Assignee, intending to be legally bound, agree as follows:

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 of the business associated therewith, which business is ongoing and existing, 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**

**MARK**

**APP. NO.**

EARTH-PRO  
GRYPHON  
RULE THE EARTH

77/412,254  
78/861,103  
77/085,418