

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alliance Tire Co. (1992) USA Ltd.		12/21/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Foothill, LLC		
<b>Street Address:</b>	One Boston Place		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3299582	AGRI STAR	
Registration Number:	2470897	BOSSMAN	
Registration Number:	2117872	CONSTELLATION	
Serial Number:	77412254	EARTH-PRO	
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	
Serial Number:	77085418	RULE THE EARTH	
Registration Number:	2225598	SUPER SIDEWALL	
Registration Number:	2063496	THE BEEFY BABY	

**CH \$490.00 3299582**

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: (212)259-6333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 259-8000  
Email: ptodocket@dl.com  
Correspondent Name: Rosa Walker  
Address Line 1: 1301 Avenue of the Americas  
Address Line 2: Dewey & LeBoeuf LLP  
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	101413-000091
NAME OF SUBMITTER:	Rosa Walker
Signature:	/Rosa Walker/
Date:	01/16/2010

**Total Attachments: 16**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2009, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company ("WFF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Alliance Tire Co. (1992) USA Ltd., a Delaware corporation ("Company" and together with any of its Subsidiaries that at any time after the date hereof becomes a Borrower in accordance with the Credit Agreement, each individually a "Borrower" and, collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), WFF as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December \_\_, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses in respect thereof to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive

license fees, royalties, and other compensation under any Trademark Intellectual Property License. Notwithstanding anything to the contrary in the Security Agreement or this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new United States trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any

agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

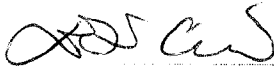
**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ALLIANCE TIRE CO. (1992) USA LTD.,  
a Delaware corporation

By:   
Name: EMANUELE E CICOV  
Title: PROS

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004132 FRAME: 0750**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,  
a Delaware limited liability company

By: 

Name: *Brian Kennedy*

Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Owner of Record (immediately prior to the GPX Acquisition)</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Application / Registration Date</u></b>
AGRISTAR	Canada	GPX International Tire Corp.		686502	4/24/2006 / 4/24/2007
AGRISTAR	China (PRC)	GPX International Tire Corp.	5449478	N/A	6/29/2006
AGRISTAR	China (PRC)	GPX International Tire Corp.		5148588	2/5/2006 / 1/14/2009
AGRISTAR	Mexico	GPX International Tire Corp.		932990	4/18/2006 / 4/28/2006
AGRISTAR	United States	GPX International Tire Corp.		3299582	11/18/2005 / 9/25/2007
BOSSMAN	Canada	Dynamic Tire Corp. (old)		TMA527507	2/19/1999 / 5/9/2000
BOSSMAN	United States	Dynamic Tire Corp. (old)		2,470,897	3/22/1999 / 7/24/2001
CONSTELLATION	Australia	GPX International Tire Corp.		728,651	2/26/1997 / 2/26/1997
CONSTELLATION	Canada	GPX International Tire Corp.		485,529	11/18/1996 / 11/14/1997
CONSTELLATION	China (PRC)	GPX International Tire Corp.		4132764	6/22/2004 9/28/2006
CONSTELLATION	Croatia	GPX International Tire Corp.		Z20041007	6/23/2004 / 6/23/2004
CONSTELLATION	European Union	GPX International Tire Corp.		508,234	4/4/1997 / 4/4/1997
CONSTELLATION	Mexico	GPX International Tire Corp.		586,273	3/5/1997 / 8/31/1998
CONSTELLATION	Norway	GPX International Tire Corp.		198,173	1/26/1999 / 6/24/1999
CONSTELLATION	Philippines	GPX International Tire Corp.		4-1997-120775	5/20/1997 / 7/30/2005
CONSTELLATION	Saudi Arabia	GPX International Tire Corp.		847/34	9/14/2004 / 6/19/2006
CONSTELLATION	Serbia and Montenegro	GPX International Tire Corp.		50592	7/9/2004 / 5/3/2006



<u>Mark</u>	<u>Country</u>	<u>Owner of Record (immediately prior to the GPX Acquisition)</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
CONSTELLATION	United States	GPX International Tire Corp.		2,117,872	11/18/1996 / 12/2/1997
CONSTELLATION	Venezuela	GPX International Tire Corp.		217,224-P	4/23/1999 / 1/13/2000
EARTH-PRO	Canada	GPX International Tire Corp.	1387022	N/A	3/12/2008
EARTH-PRO	China (PRC)	GPX International Tire Corp.	6591486	N/A	3/12/2008
EARTH-PRO	European Union	GPX International Tire Corp.		007163975	8/18/2008 / 4/15/2009
EARTH-PRO	United States	GPX International Tire Corp.	77/412,254	N/A	3/4/2008
GALAXY	Argentina	GPX International Tire Corp.		1,810,043	6/5/1997 / 11/9/2000
GALAXY	Australia	GPX International Tire Corp.		661,835	5/22/1995 / 5/22/1995
GALAXY	Belarus	GPX International Tire Corp.		29114	2/17/2006 / 2/9/2009
GALAXY	Belize	GPX International Tire Corp.		3867.06	5/3/2006 / 5/4/2006
GALAXY	Bolivia	GPX International Tire Corp.		106095-C	5/25/2006 / 11/1/2006
GALAXY	Bosnia and Herzegovina	GPX International Tire Corp.		BAZ047891	7/8/2004 / 7/20/2009
GALAXY	Brazil	GPX International Tire Corp.		820 203 629	4/29/1997 / 5/27/2003
GALAXY	Canada	GPX International Tire Corp.		TMA384819	3/31/1989 5/24/1991
GALAXY	Cayman Islands	GPX International Tire Corp.		CT407494	2/28/2006 / 11/13/2006
GALAXY	Chile	GPX International Tire Corp.		556,384	N/A / 12/21/1999
GALAXY	China (PRC)	GPX International Tire Corp.		538,661	12/22/1989 / 12/30/1990
GALAXY	Colombia	GPX International Tire Corp.		277,655	8/19/1997 / 10/21/2003
GALAXY	Costa Rica	GPX International Tire Corp.		168267	4/7/2006 / 6/11/2007
GALAXY	Croatia	GPX International Tire Corp.		Z20041008	6/23/2004 / 6/23/2004
GALAXY	Dominican Republic	GPX International Tire Corp.		154709	3/28/2006 / 6/14/2006
GALAXY	Ecuador	GPX International Tire Corp.		2264-07	4/3/2006 / 3/20/2007

<u>Mark</u>	<u>Country</u>	<u>Owner of Record (immediately prior to the GPX Acquisition)</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
GALAXY	Egypt	GPX International Tire Corp.		184152	3/15/2006 / 5/10/2008
GALAXY	El Salvador	GPX International Tire Corp.		78 Book 78	3/8/2006 / 1/22/2007
GALAXY	European Union	GPX International Tire Corp.		407494	11/13/1996 / 11/13/1996
GALAXY	Guyana	GPX International Tire Corp.	651996	N/A	2/24/2006
GALAXY	Haiti	GPX International Tire Corp.		370 Reg-151	3/7/2006 / 9/22/2006
GALAXY	Honduras	GPX International Tire Corp.		98.389	3/23/2006 / 9/20/2006
GALAXY	Hong Kong	GPX International Tire Corp.		5715/1998	7/2/1996 / 7/2/1996
GALAXY	Iceland	GPX International Tire Corp.		426/2006	2/16/2006 / 5/4/2006
GALAXY	Indonesia	GPX International Tire Corp.		387843	7/5/1996 / 9/10/1997
GALAXY	Israel	GPX International Tire Corp.		187791	2/19/2006 / 10/14/2007
GALAXY	Jamaica	GPX International Tire Corp.		48021	1/30/2006 / 1/30/2006
GALAXY	Japan	GPX International Tire Corp.		4,681,580	11/13/1997 / 6/13/2003
GALAXY	Jordan	GPX International Tire Corp.		87033	4/6/2006 / 4/30/2007
GALAXY	Macedonia	GPX International Tire Corp.		12735	7/23/2004 / 3/15/2007
GALAXY	Malaysia	GPX International Tire Corp.		06002540	2/22/2006 / 11/24/2008
GALAXY	Mexico	GPX International Tire Corp.		370,871	7/7/1989 / 7/7/1989
GALAXY	Morocco	GPX International Tire Corp.	103295	N/A	4/21/2006
GALAXY	New Zealand	GPX International Tire Corp.		742252	2/1/2006 / 2/1/2006
GALAXY	Nicaragua	GPX International Tire Corp.		0602934 L.M	3/17/2006 / 11/23/2006
GALAXY	Norway	GPX International Tire Corp.		198,751	1/26/1999 / 8/11/1999
GALAXY	Panama	GPX International Tire Corp.		149666	3/16/2006 / 11/1/2006
GALAXY	Paraguay	GPX International Tire Corp.		290.741	7/30/1997 / 7/11/2006
GALAXY	Peru	GPX International Tire Corp.		00116446	3/24/2006 / 6/16/2006

<u>Mark</u>	<u>Country</u>	<u>Owner of Record (immediately prior to the GPX Acquisition)</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
GALAXY	Philippines	GPX International Tire Corp.		4-1996-115573	11/15/1996 / 2/18/2006
GALAXY	Russian Federation	GPX International Tire Corp.		337080	2/21/2006 / 11/8/2007
GALAXY	Saudi Arabia	GPX International Tire Corp.		88/816	9/14/2004 / 12/19/2005
GALAXY	Serbia and Montenegro	GPX International Tire Corp.		51288	7/9/2004 / 9/12/2006
GALAXY	Singapore	GPX International Tire Corp.		T96/09421 I	9/3/1996 / 9/3/1996
GALAXY	Slovenia	GPX International Tire Corp.		200871254	7/25/2008 / 3/13/2009
GALAXY	South Africa	GPX International Tire Corp.		1997/16670	10/31/1997 / 9/16/2004
GALAXY	South Korea	GPX International Tire Corp.		741803	2/20/2006 / 3/26/2008
GALAXY	Sri Lanka	GPX International Tire Corp.	130513	N/A	2/20/2006
GALAXY	Suriname	GPX International Tire Corp.		20078	3/2/2006 / 3/2/2006
GALAXY	Switzerland	GPX International Tire Corp.		548 024	4/19/2006 / 7/13/2006
GALAXY	Taiwan	GPX International Tire Corp.		805,902	7/4/1996 / 6/16/1998
GALAXY	Thailand	GPX International Tire Corp.		Kor270877	2/3/2006 / 2/3/2006
GALAXY	Trinidad and Tobago	GPX International Tire Corp.		36974	2/22/2006 / 8/10/2006
GALAXY	Tunisia	GPX International Tire Corp.		EE06 0468	3/2/2006 / 6/13/2007
GALAXY	Turkey	GPX International Tire Corp.		2006/17547	4/19/2006 / 4/19/2006
GALAXY	Ukraine	GPX International Tire Corp.		79824	2/20/2006 / 7/25/2007
GALAXY	United Arab Emirates	GPX International Tire Corp.		79220	4/1/2006 / 1/25/2007
GALAXY	United States	GPX International Tire Corp.		1,592,907	2/21/1989 / 4/24/1990
GALAXY	Uruguay	GPX International Tire Corp.	368888	N/A	2/17/2006
GALAXY	Venezuela	GPX International Tire Corp.	6851/99	N/A	4/23/1999
GRYPHON	Argentina	GPX International Tire Corp.		2162789	3/23/2006 / 7/6/2007

<u>Mark</u>	<u>Country</u>	<u>Owner of Record (immediately prior to the GPX Acquisition)</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
GRYPHON	Australia	GPX International Tire Corp.		1109468	4/13/2006 / 4/13/2006
GRYPHON	Belize	GPX International Tire Corp.		3859.06	5/3/2006 / 5/3/2016
GRYPHON	Bolivia	GPX International Tire Corp.		106146-C	5/25/2006 / 11/1/2006
GRYPHON	Brazil	GPX International Tire Corp.		828278920	3/29/2006 / 3/18/2008
GRYPHON	Brunei Darussalam	GPX International Tire Corp.		37780	3/27/2006 / 3/27/2006
GRYPHON	Cambodia (Kampuchea)	GPX International Tire Corp.		24334/06	5/8/2006 / 6/30/2006
GRYPHON	Canada	GPX International Tire Corp.	1287813	N/A	1/30/2006
GRYPHON	Chile	GPX International Tire Corp.		809.996	3/27/2006 / 3/4/2008
GRYPHON	Colombia	GPX International Tire Corp.		323895	4/18/2006 / 11/10/2006
GRYPHON	Costa Rica	GPX International Tire Corp.		166391	3/26/2006 / 2/23/2007
GRYPHON	Dominican Republic	GPX International Tire Corp.		155155	4/20/2006 / 7/15/2006
GRYPHON	Ecuador	GPX International Tire Corp.		2267-07	4/4/2006 / 3/20/2007
GRYPHON	El Salvador	GPX International Tire Corp.		225 Book 69	3/31/2006 / 9/12/2006
GRYPHON	Guatemala	GPX International Tire Corp.		147055	3/24/2006 / 2/9/2007
GRYPHON	Guyana	GPX International Tire Corp.	659312	N/A	4/27/2006
GRYPHON	Honduras	GPX International Tire Corp.		99.191	3/31/2006 / 12/13/2006
GRYPHON	Indonesia	GPX International Tire Corp.		IDM000144171	4/19/2006 / 11/5/2007
GRYPHON	Laos	GPX International Tire Corp.		14069	4/27/2006 / 10/9/2006
GRYPHON	New Zealand	GPX International Tire Corp.		746558	4/18/2006 / 4/18/2006
GRYPHON	Nicaragua	GPX International Tire Corp.		0603303 LM	3/23/2006 / 1/5/2007
GRYPHON	Panama	GPX International Tire Corp.		149851	3/23/2006 / 11/7/2006
GRYPHON	Papua New Guinea	GPX International Tire Corp.		66271	3/28/2006 / 3/30/2006

<u>Mark</u>	<u>Country</u>	<u>Owner of Record (immediately prior to the GPX Acquisition)</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
GRYPHON	Paraguay	GPX International Tire Corp.		294,670	3/31/2006 / 11/16/2006
GRYPHON	Peru	GPX International Tire Corp.		00116482	3/24/2006 / 6/16/2006
GRYPHON	Singapore	GPX International Tire Corp.		T0605993A	3/30/2006 / 3/30/2006
GRYPHON	Suriname	GPX International Tire Corp.		20179	5/2/2006 / 5/2/2006
GRYPHON	Thailand	GPX International Tire Corp.		Kor276121	3/29/2006 / 2/13/2008
GRYPHON	United States	GPX International Tire Corp.	78/861,103	N/A	4/13/2006
GRYPHON	Uruguay	GPX International Tire Corp.		369737	3/24/2006 / 5/30/2007
GRYPHON	Vietnam	GPX International Tire Corp.		96752	4/27/2006 / 2/28/2008
HARBORMASTER	United States	GPX International Tire Corp.		3325105	5/28/2003 / 10/30/2007
HONEY WAGON	Canada	GPX International Tire Corp.		723984	11/21/2006 / 9/18/2008
HONEY WAGON	China (PRC)	GPX International Tire Corp.	5739330	N/A	11/22/2006
HONEY WAGON	United States	GPX International Tire Corp.		3565070	11/20/2006 / 1/20/2009
KING KONG	United States	GPX International Tire Corp.		2,067,323	8/5/1996 / 6/3/1997
LOGSTOMPER	Argentina	GPX International Tire Corp.		2155280	2/9/2006 / 4/27/2007
LOGSTOMPER	Australia	GPX International Tire Corp.		1096763	1/31/2006 / 1/31/2006
LOGSTOMPER	Canada	Dynamic Tire Corp. (old)		TMA527269	2/12/1999 / 5/3/2000
LOGSTOMPER	Chile	GPX International Tire Corp.		722579	3/10/2006 / 9/28/2006
LOGSTOMPER	European Union	GPX International Tire Corp.		4881736	1/31/2006 / 3/5/2007
LOGSTOMPER	New Zealand	GPX International Tire Corp.		742253	2/1/2006 / 10/12/2006
LOGSTOMPER	Norway	GPX International Tire Corp.		235 169	2/3/2006 / 9/27/2006
LOGSTOMPER	Peru	GPX International Tire Corp.		00116445	3/24/2006 / 6/16/2006
LOGSTOMPER	United States	Dynamic Tire Corp. (old)		2,460,836	3/22/1999 / 6/19/2001
PRIMEX	Argentina	GPX International Tire Corp.		2242440	11/24/2005 / 8/5/2008

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PRIMEX	Australia	Dynamic Tire Corp. (old)		1079480	10/6/2005 / 5/22/2006
PRIMEX	Belarus	GPX International Tire Corp.		29113	2/17/2006 / 2/9/2009
PRIMEX	Belize	GPX International Tire Corp.		3858.06	5/3/2006 / 5/3/2006
PRIMEX	Bolivia	GPX International Tire Corp.		106134-C	4/13/2006 / 11/1/2006
PRIMEX	Bosnia and Herzegovina	GPX International Tire Corp.	BAZ069639A	N/A	1/31/2006
PRIMEX	Brazil	Dynamic Tire Corp. (old)	827605315	N/A	7/20/2005
PRIMEX	Canada	Dynamic Tire Corp. (old)		TMA576648	2/17/1999 / 2/27/2003
PRIMEX	Cayman Islands	GPX International Tire Corp.		CT4751608	2/16/2007 / 3/22/2007
PRIMEX	Chile	GPX International Tire Corp.		858294	6/5/2008 / 8/24/2009
PRIMEX	China (PRC)	Dynamic Tire Corp. (old)		4793675	7/22/2005 / 6/7/2008
PRIMEX	Colombia	GPX International Tire Corp.		322223	2/14/2006 / 9/8/2006
PRIMEX	Costa Rica	GPX International Tire Corp.		165661	4/7/2006 / 1/26/2007
PRIMEX	Croatia	GPX International Tire Corp.		Z20060165	2/1/2006 / 2/1/2006
PRIMEX	Dominican Republic	GPX International Tire Corp.		154877	3/28/2006 / 6/29/2006
PRIMEX	Ecuador	GPX International Tire Corp.		155508	4/3/2006 / 11/13/2007
PRIMEX	Egypt	GPX International Tire Corp.	184151	N/A	3/15/2006
PRIMEX	El Salvador	GPX International Tire Corp.		221 Book 69	3/8/2006 / 9/12/2006
PRIMEX	European Union	GPX International Tire Corp.		4751608	11/22/2005 / 11/28/2006
PRIMEX	Guatemala	GPX International Tire Corp.		146464	3/16/2006 / 11/28/2006
PRIMEX	Guyana	GPX International Tire Corp.	651249	N/A	2/20/2006
PRIMEX	Haiti	GPX International Tire Corp.		369 Reg-151	2/21/2006 / 9/22/2006
PRIMEX	Honduras	GPX International Tire Corp.		98.412	3/23/2006 / 9/21/2006

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PRIMEX	Hong Kong	Dynamic Tire Corp. (old)		300460548	7/19/2005 / 7/19/2005
PRIMEX	Iceland	GPX International Tire Corp.		425/2006	2/16/2006 / 5/4/2006
PRIMEX	India	Dynamic Tire Corp. (old)		1379303	8/24/2005 / 1/23/2008
PRIMEX	Indonesia	GPX International Tire Corp.	D00 2006 012018	N/A	4/19/2006
PRIMEX	Israel	GPX International Tire Corp.		187792	2/19/2006 / 10/14/2007
PRIMEX	Jamaica	GPX International Tire Corp.		48022	1/30/2006 / 1/30/2006
PRIMEX	Japan	Dynamic Tire Corp. (old)		4927054	6/16/2005 / 2/10/2006
PRIMEX	Jordan	GPX International Tire Corp.		87516	4/6/2006 / 4/6/2006
PRIMEX	Macedonia	GPX International Tire Corp.		13904	2/20/2006 / 3/3/2008
PRIMEX	Malaysia	GPX International Tire Corp.		06002539	2/22/2006 / 2/18/2008
PRIMEX	Mexico	Dynamic Tire Corp. (new)		1093332	4/7/2008 / 4/7/2009
PRIMEX	Morocco	GPX International Tire Corp.	103296	N/A	4/21/2006
PRIMEX	New Zealand	Dynamic Tire Corp. (old)		737128	10/14/2005 / 10/14/2005
PRIMEX	Nicaragua	GPX International Tire Corp.		0602933 LM	3/17/2006 / 11/23/2006
PRIMEX	Norway	GPX International Tire Corp.		235 170	2/3/2006 / 9/27/2006
PRIMEX	Pakistan	Dynamic Tire Corp. (old)		213171	9/2/2005 / 9/2/2005
PRIMEX	Panama	GPX International Tire Corp.		149664	3/16/2006 / 11/1/2006
PRIMEX	Paraguay	Dynamic Tire Corp. (old)		287383	7/26/2005 / 3/23/2006
PRIMEX	Peru	GPX International Tire Corp.	372540-2008	N/A	11/5/2008
PRIMEX	Philippines	Dynamic Tire Corp. (old)		4-2005-006003	6/28/2005 / 6/25/2006
PRIMEX	Romania	GPX International Tire Corp.		75587	2/21/2006 / 2/21/2006
PRIMEX	Russian Federation	GPX International Tire Corp.		325560	2/21/2006 / 5/3/2007

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PRIMEX	Saudi Arabia	GPX International Tire Corp.		932/99	5/3/2006 / 7/25/2007
PRIMEX	Serbia and Montenegro	GPX International Tire Corp.		53026	2/20/2006 / 7/31/2007
PRIMEX	Singapore	Dynamic Tire Corp. (old)		T05/10144F	6/15/2005 / 6/15/2005
PRIMEX	South Africa	GPX International Tire Corp.	2006/03321	N/A	2/17/2006
PRIMEX	Sri Lanka	GPX International Tire Corp.	130511	N/A	2/20/2006
PRIMEX	Suriname	GPX International Tire Corp.		20079	3/2/2006 / 3/2/2006
PRIMEX	Switzerland	GPX International Tire Corp.		548 025	4/19/2006 / 7/13/2006
PRIMEX	Taiwan	Dynamic Tire Corp. (old)		1199940	8/1/2005 / 3/16/2006
PRIMEX	Thailand	Dynamic Tire Corp. (old)		TM246973	8/31/2005 / 8/24/2006
PRIMEX	Trinidad and Tobago	GPX International Tire Corp.		36973	2/22/2006 / 8/3/2006
PRIMEX	Tunisia	GPX International Tire Corp.		EE06 0469	3/2/2006 / 6/13/2007
PRIMEX	Turkey	GPX International Tire Corp.		2006 17546	4/19/2006 / 4/19/2006
PRIMEX	Ukraine	GPX International Tire Corp.		79825	2/20/2006 / 7/25/2007
PRIMEX	United Arab Emirates	GPX International Tire Corp.		79219	4/1/2006 / 1/25/2006
PRIMEX	United States	Dynamic Tire Corp. (old)		2,664,960	3/24/1999 / 12/24/2002
PRIMEX	Uruguay	GPX International Tire Corp.		368889	2/17/2006 / 1/30/2007
PRIMEX	Venezuela	Dynamic Tire Corp. (old)	16249/2005	N/A	7/28/2005
RADION	Canada	GPX International Tire Corp.		TMA721690	5/23/2006 / 8/21/2008
RADION	Mexico	GPX International Tire Corp.		959 I02	5/19/2006 / 10/27/2006
RADION	United States	GPX International Tire Corp.		3363661	5/18/2006 / 1/1/2008
RULE THE EARTH	Canada	GPX International Tire Corp.	1332638	N/A	1/25/2007
RULE THE EARTH	United States	GPX International Tire Corp.	77085418	N/A	1/18/2007



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SUPER SIDEWALL	United States	GPX International Tire Corp.		2,225,598	12/3/1997 / 2/23/1999
THE BEEFY BABY	Australia	GPX International Tire Corp.		1138714	10/3/2006 / 10/3/2006
THE BEEFY BABY	Brazil	GPX International Tire Corp.		828779139	10/6/2006 / 8/11/2009
THE BEEFY BABY	Canada	GPX International Tire Corp.		TMA646259	8/18/2004 / 8/22/2005
THE BEEFY BABY	China (PRC)	GPX International Tire Corp.	5649048	N/A	10/8/2006
THE BEEFY BABY	European Union	GPX International Tire Corp.		3894731	6/21/2004 / 6/21/2004
THE BEEFY BABY	Mexico	GPX International Tire Corp.		851,563	8/27/2004 / 8/27/2004
THE BEEFY BABY	United States	GPX International Tire Corp.		2,063,496	8/5/1996 / 5/20/1997
THE HIPPO	United States	GPX International Tire Corp.		2,376,922	2/1/1999 / 8/15/2000
THE HULK	United States	GPX International Tire Corp.		2,342,360	6/1/1998 / 4/18/2000
THE KING OF COAL	South Africa	GPX International Tire Corp.		2003/15623	9/8/2003 / 11/3/2008
THE KING OF COAL	United States	GPX International Tire Corp.		2,874,065	9/8/2003 / 8/17/2004
TURF SPECIAL	United States	GPX International Tire Corp.		2,275,575	1/2/1998 / 9/7/1999
YARDMASTER	Canada	Dynamic Tire Corp. (new)		TMA465657	11/20/1995 / 11/1/1996
YARDMASTER	China (PRC)	GPX International Tire Corp.	6374208	N/A	11/12/2007
YARDMASTER	United States	Dynamic Tire Corp. (new)		2165046	4/18/1996 / 6/16/1998

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**