

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPX International Tire Corporation		01/12/2010	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maine Industrial Tire LLC		
<b>Street Address:</b>	730 Eastern Avenue		
<b>City:</b>	Malden		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02148		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77792959	AERIAL MAX	
<b>Serial Number:</b>	77701175	BRAWLER FEEDER FLEX	
<b>Serial Number:</b>	77645794	PIERMATE	
<b>Serial Number:</b>	77369556	SOLIDMATIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-9020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-345-9000		
<b>Email:</b>	tmdocket@haslaw.com		
<b>Correspondent Name:</b>	Deborah L. Benson		
<b>Address Line 1:</b>	28 State Street		
<b>Address Line 2:</b>	Hinckley, Allen & Snyder LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109-1775		
<b>NAME OF SUBMITTER:</b>	Deborah L. Benson		

OP \$115.00 77792959

**900153750**

~~TRADEMARK~~  
**REEL: 004142 FRAME: 0404**

Signature:	/Deborah L. Benson/
Date:	02/02/2010
Total Attachments: 3 source=Maine Industrial Tire Executed TM App Assignment#page1.tif source=Maine Industrial Tire Executed TM App Assignment#page2.tif source=Maine Industrial Tire Executed TM App Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** is made as of the 12 day of January 2010, between GPX International Tire Corporation, a Massachusetts Corporation having a place of business at 730 Eastern Avenue, Malden, MA 02148, USA (the "Assignor") and Maine Industrial Tire LLC, a Delaware Limited Liability Company having an address of 730 Eastern Avenue, Malden, MA 02148, USA (the "Assignee").

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

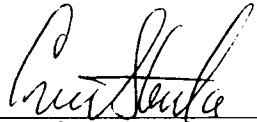
**WHEREAS**, the Assignor and the Assignee are parties to that certain Purchase and Sale Agreement, dated as of November 12, 2009 (the "Agreement"), pursuant to which the Assignor has agreed to assign to the Assignee all right, title, and interest in, to and under the Trademarks, together with all goodwill 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:

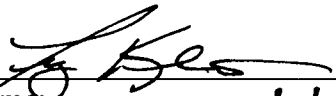
1. The Assignor hereby assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with all goodwill of the business associated therewith, which business is ongoing and existing, including all rights to sue, recover 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  
**Maine Industrial Tire LLC**

By:   
Name: **Troy S. Kline**  
Title: **President + COO**

**SCHEDULE A**

**MARK**

**APP. NO.**

AERIAL MAX  
BRAWLER FEEDER FLEX  
PIERMATE  
SOLIDMATIC

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