

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
Denman Tire, LLC		06/04/2010	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Titan Tire Corporation
Street Address:	2701 Spruce Street
City:	Quincy
State/Country:	ILLINOIS
Postal Code:	62301
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3459593	ENDURATREC
Registration Number:	3753804	CARGO CARRIER
Registration Number:	2526797	DENMAN
Registration Number:	2277580	TURF HUGGER
Registration Number:	1917826	COYOTE LIGHT TRUCK RADIALS
Registration Number:	1044788	GROUND HAWG
Serial Number:	77808943	ULTRA SKID
Serial Number:	77531582	LIFT TRAX
Serial Number:	77528287	DENMAN LIFT TRAX
Serial Number:	77502969	X-TREME HARD TRAX

CORRESPONDENCE DATA

Fax Number: (412)281-0717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900180846

**TRADEMARK
 REEL: 004449 FRAME: 0480**

OP \$265.00 3459593

Phone: 412-454-5000
Email: docketingpgh@pepperlaw.com
Correspondent Name: Pepper hamilton LLP
Address Line 1: BNY Mellon Center, 50th Floor
Address Line 2: 500 Grant Street
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	101981.54
NAME OF SUBMITTER:	Joseph T. Helmsen, Reg. No. 54,163
Signature:	/Joseph T. Helmsen/
Date:	01/09/2011

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of June 4, 2010, by RICHARD G. ZELLERS, Esq., TRUSTEE FOR THE BANKRUPTCY ESTATE OF DENMAN TIRE, LLC ("Assignor") in favor of TITAN TIRE CORPORATION, an Illinois Corporation ("Assignee").

RECITALS:

A. On March 17, 2010, Denman Tire, LLC commenced a case under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. Section 701 *et seq.* by filing a voluntary petition with the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division, Case No. 10-40855.

B. Assignor and Assignee entered into an Asset Purchase Agreement dated as of May 26, 2010 (the "Purchase Agreement") providing for the sale, assignment, and delivery, free and clear of all liens, encumbrances and interests of any other person or entity, of a portion of the assets of Denman Tire, LLC, including but not limited to the intellectual property shown in Schedule A (collectively, the "Marks"), on the terms and conditions set forth therein.

C. On June 3, 2010, an Order was entered approving the sale of the acquired assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Marks, together with the goodwill of the business which is symbolized by the Marks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;

2. Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Marks;

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

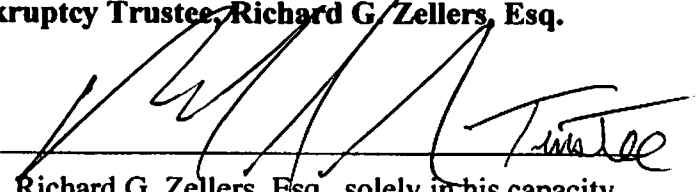
4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Ohio.

5. This Assignment is delivered pursuant to the Purchase Agreement, and does not in any way enlarge, diminish, impair, amend or modify the rights and obligations of the parties to the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment as of the date first set forth above.

**DENMAN TIRE, LLC, by its Chapter 7
Bankruptcy Trustee, Richard G. Zellers, Esq.**

By: _____

A handwritten signature in black ink, appearing to read 'Richard G. Zellers', is written over a horizontal line. The signature is stylized and cursive.

Richard G. Zellers, Esq., solely in his capacity
as Chapter 7 Trustee for the Bankruptcy Estate
of Denman Tire, LLC

SCHEDULE A**TRADEMARK REGISTRATIONS/APPLICATIONS**

MARK	COUNTRY	REG. NO. OR SERIAL NO.	REG. DATE OR FILING DATE	CLASSES
ENDURATREC	United States	3,459,593	July 1, 2008	19, 21, 23, 31, 35, 44
CARGO CARRIER	United States	3,753,804	March 2, 2010	19, 21, 23, 31, 35, 44
DENMAN	United States	2,526,797	January 8, 2002	19, 21, 23, 31, 35, 44
TURF HUGGER	United States	2,277,580	September 14, 1999	19, 21, 23, 31, 35, 44
COYOTE LIGHT TRUCK RADIALS	United States	1,917,826	September 12, 1995	12
GROUND HAWG	United States	1,044,788	July 27, 1976	35
ULTRA SKID	United States	77/808,943	August 20, 2009	19, 21, 23, 31, 35, 44
LIFT TRAX	United States	77/531,582	July 25, 2008	19, 21, 23, 31, 35, 44
DENMAN LIFT TRAX	United States	77/528,287	July 22, 2008	19, 21, 23, 31, 35, 44
X-TREME HARD TRAX	United States	77/502,969	June 19, 2008	19, 21, 23, 31, 35, 44

BILL OF SALE

This Bill of Sale is made effective as of June 4, 2010, by **RICHARD G. ZELLERS, ESQ., TRUSTEE FOR THE BANKRUPTCY ESTATE OF DENMAN TIRE, LLC** ("***Seller***"), in favor of **TITAN TIRE CORPORATION**, an Illinois corporation ("***Purchaser***").

RECITALS:

A. On March 17, 2010, Denman Tire, LLC commenced a case under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. Section 701 et seq. by filing a voluntary petition with the United States Bankruptcy Court for the Northern District of Ohio, Eastern Division, Case No. 10-40855.

B. Seller and Purchaser entered into an Asset Purchase Agreement dated as of May 26, 2010 (the "***Purchase Agreement***") providing for the sale, assignment, and delivery, free and clear of all liens, encumbrances and interests of any other person or entity, of a portion of the assets of Denman Tire, LLC on the terms and conditions set forth therein. (Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement unless the context requires otherwise.)

C. On June 3, 2010, the Approval Order was entered approving the sale of the Acquired Assets to Purchaser.

NOW, THEREFORE, in consideration of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Conveyance. Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser all of Seller's right, title and interest in and to the Acquired Assets on the terms and subject to the conditions of the Purchase Agreement and the Approval Order.

2. Power of Attorney. Seller hereby constitutes and appoints Purchaser, its successors and assigns, the true and lawful attorneys of Seller with full power of substitution, in the name of Seller or otherwise, and on behalf and for the benefit of Purchaser, its successors and assigns, to demand and receive from time to time any and all of the Acquired Assets hereby sold and transferred; to give receipts and releases for or in respect of the same or any part thereof; to collect, for the account of Purchaser, any claims or other items transferred to Purchaser; and from time to time to institute and prosecute in the name of Seller or otherwise any and all proceedings at law, in equity or otherwise, which Purchaser, its successors and assigns, may deem proper to collect, assert or enforce any right, title or claim hereby sold and transferred. Seller declares that the foregoing powers are coupled with an interest and shall not be revocable in any manner or for any reason. Seller will immediately upon receipt transfer and deliver to Purchaser any cash or other property that Seller may receive in respect of any of the Acquired Assets intended to be sold and transferred as provided herein.

3. Further Assurances. At any time after the date hereof, Seller shall, at Purchaser's request and without further consideration, execute and deliver or cause to be executed and delivered such instruments of transfer, conveyance and assignment and take such

other action as Purchaser may reasonably request in order to transfer, convey, assign, reduce to possession, and record title to the Acquired Assets, and to effectuate the transactions contemplated by the Purchase Agreement.

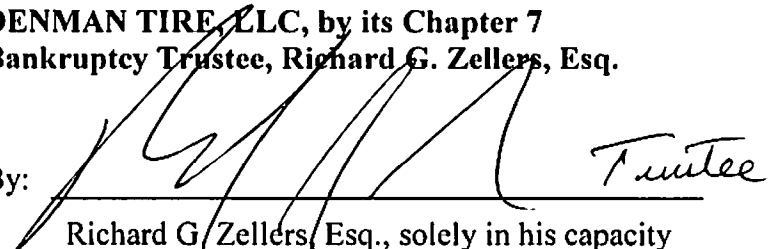
4. Interpretation. This Bill of Sale is delivered pursuant to the Purchase Agreement, and this Bill of Sale does not in any way enlarge, diminish, impair, amend or modify the rights and obligations of the parties to the Purchase Agreement. In the event of any inconsistency or conflict, the terms of the Purchase Agreement shall prevail.

5. Survival. This Bill of Sale and the Purchase Agreement, and the covenants and agreements contained herein and therein, shall survive the closing of the sale of the Acquired Assets and shall inure to the benefit of Purchaser, its successors and assigns, and shall be binding upon Seller and each of his respective successors and assigns.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by Seller effective as of the date and year first above written.

**DENMAN TIRE, LLC, by its Chapter 7
Bankruptcy Trustee, Richard G. Zellers, Esq.**

By: _____


Trustee

Richard G. Zellers, Esq., solely in his capacity
as Chapter 7 Trustee for the Bankruptcy Estate
of Denman Tire, LLC