

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K & M Tire, Inc.		11/09/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	17 South High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43216
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2542885	AGRI FORCE
Registration Number:	1240189	AGRI IMPLEMENT
Registration Number:	3102141	AGRI MASTER
Registration Number:	1240190	AGRI-DEEP LUG
Registration Number:	0873004	AGRI-POWER
Registration Number:	1240187	AGRI-RADIAL
Registration Number:	1240185	AGRI-SERVICE
Registration Number:	1245206	AGRI-TRI RIB
Registration Number:	3378104	CO-OP
Registration Number:	0659347	GRIP SPUR
Registration Number:	2717028	MAGNA FORCE
Registration Number:	2853522	MR. TIRE
Registration Number:	2853528	MR. TIRE
Registration Number:	4048339	MR. TIRE

OP \$490.00 2542885

Registration Number:	2824344	POWER FORCE
Registration Number:	2703727	TASK FORCE
Serial Number:	85558700	BIG 3 TIRE
Registration Number:	2747464	TRITON TIRE & BATTERY SPECIALISTS
Registration Number:	4134398	MR TIRE OUTLET

CORRESPONDENCE DATA

Fax Number: 6142210479
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (614) 229-3268
 Email: Craig.Hartpence@BaileyCavalieri.com
 Correspondent Name: Craig Hartpence
 Address Line 1: 10 W. Broad Street
 Address Line 2: Suite 2100
 Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	#22175-09684
NAME OF SUBMITTER:	Craig Hartpence
Signature:	/Craig Hartpence/
Date:	11/15/2012

Total Attachments: 7
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**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Agreement") is made as of November 9, 2012, by K & M TIRE, INC., an Ohio corporation, as borrower, having an office at 1125 Spencerville Ave., Delphos, Ohio 45833 (the "Grantor" or the "Borrower") in favor of THE HUNTINGTON NATIONAL BANK, a national banking association ("HNB"), as Agent Bank (the "Agent Bank").

Recitals

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. The Borrower, the Guarantor named therein, HNB, as the Agent Bank and a Lender, and KeyBank National Association, a national banking association, as a Lender and Participant, have entered into a Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Lenders have agreed to lend to the Borrower the maximum sum of up to Fifty Million Dollars (\$50,000,000) under a revolving line of credit (the "Revolving Credit Commitment"). The Revolving Credit Commitment is evidenced by certain promissory notes of the Borrower (collectively, the "Revolving Credit Notes" or "Notes"). The borrowings under the Revolving Credit Commitment are sometimes hereinafter referred to as the "Revolving Credit Loans" or the "Loans". Capitalized terms used in this Security Agreement that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

C. The Grantor has agreed to grant to the Agent Bank, for the benefit of the Lenders, a security interest in all of its right, title and interest in and to the Trademark Collateral as collateral security for the performance and payment of (a) all principal, interest and other amounts due and payable under the Loan Agreement, the Loan Documents and the Notes, (b) all costs and expenses incurred by the Agent Bank or any Lender in the realization upon the Collateral, including without limitation reasonable attorneys' fees and legal expenses, and (c) each and every liability owed by the Grantor to the Agent Bank however created, direct or contingent, due or to become due, whether now existing or hereafter arising (collectively, the "Secured Obligations").

Agreement

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Agent Bank, as security for the Secured Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all United States and foreign trademarks, service marks, trade names,

trade dress or other indicia of trade origin, whether registered or unregistered, United States and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A attached hereto; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of the Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of the Grantor's trademark registrations and applications in existence as of the date hereof.

(b) The Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks, including Trademarks owned by any third party.

(c) All Trademarks are free from any Lien (other than Permitted Liens) and free of any restrictions which could reasonably be expected to have a material adverse effect on the operation of the business of the Grantor as presently conducted.

(d) The Grantor, as of the date hereof, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademarks.

(e) All of the registered trademarks among the Trademark are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any material Trademark Collateral and has taken

all necessary steps to ensure that all licensed users of any such Trademark Collateral adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States trademark registration and application among the Trademarks, or (iii) for the exercise by the Agent Bank of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent Bank reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent Bank to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) The Grantor hereby authorizes the Agent Bank to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Agent Bank from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent Bank may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Agent Bank a written report, in reasonable detail, upon the Agent Bank's request but not more than annually, setting forth each new trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the previous report. The Grantor authorizes the Agent Bank to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Agent Bank in effecting

any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each material trademark application or registration set forth in Exhibit A hereto, the Grantor agrees to take all necessary or desirable steps based upon the Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark Collateral to the extent it has material value or is material to the conduct of the Grantor's business as then conducted, including, if appropriate in the Grantor's judgment, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each material new or acquired Trademark to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of the Grantor's reasonable business judgment.

(f) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) The Grantor agrees to notify the Agent Bank promptly and in writing if it learns (i) that any material Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any material Trademark.

(h) In the event that the Grantor makes a determination, in its reasonable business judgment, that any material Trademark has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Agent Bank and will take such actions as the Grantor deems appropriate under the circumstances to protect such Trademark, including, if deemed appropriate, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(i) The Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral.

(j) The Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral, except to an affiliate, with prompt written notice thereof to the Agent Bank or as otherwise permitted by the Loan Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Loan Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Collateral Assignment of Security Interest in Trademarks and Licenses to be signed by its authorized officer and duly attested the day and year first above written.

K & M TIRE, INC., an Ohio corporation

By: Ken Langhals
Name: Ken Langhals
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF ALLEN)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ken Legghale, President of K & M TIRE, INC., an Ohio corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6 day of November, 2012.

Donna Burgei
Notary Public

[SEAL]

My commission expires: 3-6-16



DONNA BURGEI
NOTARY PUBLIC, STATE OF OHIO
VAN WERT COUNTY
MY COMM. EXPIRES 3/6/2016

EXHIBIT A
(Trademarks, service marks, trade names)

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AGRI FORCE (cancelled)	United States	76/231,425	2,542,885	Feb. 26, 2002
AGRI IMPLEMENT	United States	73/349,904	1,240,189	May 31, 1983
AGRI MASTER	United States	78/532,179	3,102,141	June 6, 2006
AGRI MASTER	Brazil	827136102 Pending – Filed Jan. 26, 2005	N/A	N/A
AGRI MASTER	Canada	1,241,148	TMA703,954	Jan. 3, 2008
AGRI MASTER	Mexico	693206	881083	May 12, 2005
AGRI-DEEP LUG	United States	73/349,905	1,240,190	May 31, 1983
AGRI-POWER	United States	72/316,573	0873,004	July 15, 1969
AGRI-RADIAL	United States	73/349,902	1,240,187	May 31, 1983
AGRI-SERVICE	United States	73/349,900	1,240,185	May 31, 1983
AGRI-TRI RIB	United States	73/349,897	1,245,206	July 12, 1983
CO-OP	United States	77/198,448	3,378,104	Feb. 5, 2008
GRIP SPUR	United States	72/006,203	0659,347	Mar. 11, 1958
MAGNA FORCE	United States	76/231,352	2,717,028	May 20, 2003
MR. TIRE	United States	78/195,476	2,853,522	June 15, 2004
MR. TIRE & Design	United States	78/196,482	2,853,528	June 15, 2004
MR*TIRE & Design	United States	85/253,145	4,048,339	Nov. 1, 2011
POWER FORCE	United States	76/231,350	2,824,344	Mar. 23, 2004
TASK FORCE	United States	76/231,426	2,703,727	Apr. 8, 2003
Big 3 Tire	United States		Serial No. 85558700	Submitted March 3, 2012
TRITON TIRE & BATTERY SPECIALISTS	United States	75/353,393	2,747,464	Aug. 5, 2003
Mr*Tire Outlet	United States	85-343,896	4,134,398	May 1, 2012