

## 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
CAREFREE TIRE, LLC		03/31/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3106767	CAREFREE TIRE	
Registration Number:	3057799	NEVERFLAT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.277		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$65.00 3106767

Signature:	/njb/
Date:	04/04/2013
Total Attachments: 5 source=Carefree Tire Trademark Security Agreement#page1.tif source=Carefree Tire Trademark Security Agreement#page2.tif source=Carefree Tire Trademark Security Agreement#page3.tif source=Carefree Tire Trademark Security Agreement#page4.tif source=Carefree Tire Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2013, by CAREFREE TIRE, LLC, a California limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 26, 2012, by and among Dash Materials LLC, a Delaware limited liability company ("Administrative Borrower") and, pursuant to that certain Joinder to Credit Agreement of even date therewith, certain direct and indirect Subsidiaries of Administrative Borrower (together with Administrative Borrower and any other Person that executes a joinder thereto from time to time as an additional borrower, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as amended by that certain Amendment No. 1 to Credit Agreement, dated as of the date hereof, and as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of even date therewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, on the date hereof, Grantor is entering into a joinder to the Credit Agreement pursuant to which Grantor will become a Borrower thereunder, and, in connection therewith, a joinder to the Collateral Agreement; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAREFREE TIRE, LLC

By: Janet R. Voges  
Name: Janet Voges  
Title: Vice President and Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004998 FRAME: 0685



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. Trademarks

MARK	APPLICATION NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
CAREFREE TIRE (US)	78/666,822	Registered	3,106,767	06/20/06	CAREEFREE TIRE, LLC
NEVERFLAT (US)	78/574,292	Registered	3,057,799	02/07/06	CAREEFREE TIRE, LLC