

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
Tire Group International LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, as Administrative Agent		
Street Address:	801 West Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85712084	THE TGI WAY	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		
Date:	12/17/2013		

OP \$40.00 85712084

Total Attachments: 5

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AMENDED AND RESTATED AGREEMENT

(Trademark)

THIS AMENDED AND RESTATED AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 12, 2013, is by and between Tire Group International LLC (the "Debtor") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 12, 2013 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Tire Distribution Holdings, LLC, Tire Group International LLC, Southern Tire Holdings, LLC and Southern Tire Partners, LLC (collectively, the "Borrowers"), the financial institutions signatory thereto from time to time (the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make loans to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor, together with the other Borrowers has executed and delivered that certain Amended and Restated Security Agreement dated as of December 12, 2013 to the Secured Party (as amended, restated or otherwise modified from time to time, including by joinder, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make loans (including the initial loans) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks (as defined below) or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof (which *Schedule 1.1* shall not be required to include those license agreements entered into outside of the United States), subject, in each

case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof (which *Schedule 1.1* shall not be required to include those Trademarks outside the United States) (each, a “Trademark,” and collectively, the “Trademarks”), and all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by the Trademarks;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith) and any right to sue or otherwise recover for past, present, or future infringement, misappropriation or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(Signatures Follow on Next Pages)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

TIRE GROUP INTERNATIONAL LLC

By: Tire Distribution Holdings, LLC

Its: Sole Member

By:  _____

Its: Vice President

SECURED PARTY:

**THE HUNTINGTON NATIONAL BANK, as
Administrative Agent**

By: 
Name: Kristine Vigliotti
Title: Vice President

SCHEDULE 1.1

U.S. TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
THE TGI WAY	85712084	24-AUG-2012	n/a	n/a
ORION TIRES	85226640	26-JAN-2011	4028219	20-SEP-2011
COSMO TIRES	77963213	19-MAR-2010	3906782	18-JAN-2011
INDUSTAR TYRES	77943559	24-FEB-2010	3856492	05-OCT-2010
ASTRO TYRES	78298964	11-SEP-2003	3039962	10-JAN-2006
TGI TIRE GROUP INTERNATIONAL, INC.	75094716	26-APR-1996	2104835	14-OCT-1997