

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318225

| | | | |
|---|---|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Amendment to Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Del-Nat Tire Corporation | | 09/25/2014 | CORPORATION: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. BANK NATIONAL ASSOCIATION | | |
| Street Address: | 425 Walnut Street | | |
| Internal Address: | 8th Floor, CN-OH-W8S | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45202 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4368658 | E-PROMIS | |
| Registration Number: | 4357716 | COMMANDO | |
| Serial Number: | 85927402 | | |
| Serial Number: | 85769965 | RENEGADE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025339099 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-467-8800 | | |
| Email: | jspiantanida@vorys.com, dharcher@vorys.com | | |
| Correspondent Name: | Vorys, Sater, Seymour and Pease LLP | | |
| Address Line 1: | P.O. Box 2255 -- IPLAW@Vorys | | |
| Address Line 2: | Attn: Tanya Marie Curcio | | |
| Address Line 4: | Columbus, OHIO 43216-2255 | | |
| ATTORNEY DOCKET NUMBER: | 027656-205/1707/1STAMDTSA | | |
| NAME OF SUBMITTER: | Julie S. Piantanida | | |
| SIGNATURE: | /julie piantanida/ | | |
| DATE SIGNED: | 09/28/2014 | | |
| Total Attachments: 5 | | | |

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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of September 25, 2014 (the "Effective Date"), by and between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association in its capacity as agent (together with its successors in such capacity, "Agent") for the Lenders (as defined in the Trademark Security Agreement, as defined below), having an office at 425 Walnut Street, 8th Floor, CN-OH-W8S, Cincinnati, Ohio 45202, and **THE DEL-NAT TIRE CORPORATION**, a Nevada corporation, having its principal place of business at 2365 Texas Drive, Memphis, Tennessee 38106 ("Company"), and is as follows:

Preliminary Statements

A. Company and Agent are parties to that certain Trademark Security Agreement dated as of June 27, 2012 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or, if not defined in the Trademark Security Agreement, in the Financing Agreement (as defined in the Trademark Security Agreement).

B. Company and Agent desire to amend the Trademark Security Agreement on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Company hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Exhibit A to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Exhibit A, to be attached at the end of the existing Exhibit A to the Trademark Security Agreement. Accordingly, Company hereby acknowledges and agrees that each trademark, registration, and application listed on the Supplement to Exhibit A attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Trademark Security Agreement and the other Loan Documents.

2. **Default.** Any default by Company in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Financing Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Company hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the

Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Company (a) ratifies and reaffirms any and all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Exhibit A attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles), except to the extent that the validity or perfection of the Liens or the remedies under the Trademark Security Agreement (as amended hereby), in respect of any particular Trademark Collateral, are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Company and Agent as of the Effective Date.

Attest:


Name: PETER GREENBERG
Secretary of
The Del-Nat Tire Corporation

THE DEL-NAT TIRE CORPORATION

By: 
Brian Grant, Chief Restructuring Officer and
Interim Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Suzanne E. Geiger, Senior Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005369 FRAME: 0977

IN WITNESS WHEREOF, this Amendment has been duly executed by Company and Agent as of the Effective Date.

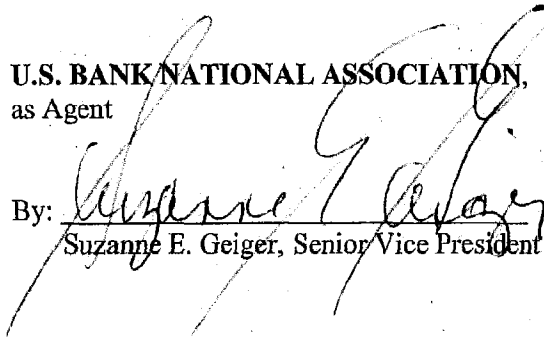
Attest:

THE DEL-NAT TIRE CORPORATION

Name: _____
Secretary of
The Del-Nat Tire Corporation

By: _____
Brian Grant, Chief Restructuring Officer and
Interim Chief Executive Officer

U.S. BANK NATIONAL ASSOCIATION,
as Agent


By: 
Suzanne E. Geiger, Senior Vice President

SUPPLEMENT TO EXHIBIT A

Additional Trademarks

| Trademark | Registration Number | Registration Date |
|------------------|----------------------------|--------------------------|
| E-PROMIS | 4368658 | 07/16/2013 |
| COMMANDO | 4357716 | 06/25/2013 |

Additional Trademark Applications

| Trademark | Serial Number | Filing Date |
|---|----------------------|--------------------|
|  | 85/927402 | 5/9/2013 |
| RENEGADE | 85/769965 | 11/02/2012 |