

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMITOMO RUBBER INDUSTRIES, LTD.		10/01/2015	COMPANY: JAPAN
RECEIVING PARTY DATA			
Name:	THE GOODYEAR TIRE & RUBBER COMPANY		
Street Address:	200 Innovation Way		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44316		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2570144	MFS	
Registration Number:	2488128	DIGI-TYRE	
Registration Number:	2390349	DSST	
Registration Number:	1768019	GRANDTREK	
Registration Number:	3656009	GRANDTREK TOURING	
Registration Number:	1968007	GRASPIC	
Registration Number:	4176033	ENASAVE	
Registration Number:	1843586	JLB	
CORRESPONDENCE DATA			
Fax Number:	3307969018		
<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:	330-796-3988		
Email:	tm_mail@goodyear.com		
Correspondent Name:	Nicholas J. Valenziano, Jr.		
Address Line 1:	200 Innovation Way		
Address Line 4:	Akron, OHIO 44316		
ATTORNEY DOCKET NUMBER:	ASSIGN/SRI TO GTR		
NAME OF SUBMITTER:	Kathleen Crane		

CH \$215.00 2570144

SIGNATURE:	/Kathleen Crane/
DATE SIGNED:	11/05/2015
Total Attachments: 6 source=USA SRI#page1.tif source=USA SRI#page2.tif source=USA SRI#page3.tif source=USA SRI#page4.tif source=USA SRI#page5.tif source=USA SRI#page6.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT - SRI NORTH AMERICAN
ASSOCIATED TRADEMARKS
(INTELLECTUAL PROPERTY)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of October 1, 2015, by and between SUMITOMO RUBBER INDUSTRIES, LTD., a company organized under the laws of Japan ("SRI" or the "Assignor"), and THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation ("Goodyear" or the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Trademark Transfer Agreement dated as of October 1, 2015 (the "Trademark Transfer Agreement"), by and between SRI and Goodyear.

WITNESSETH

WHEREAS, SRI and Goodyear have entered into the Trademark Transfer Agreement recited above;

WHEREAS, in addition to the Trademark Transfer Agreement, Goodyear and SRI have executed and delivered that certain Framework Agreement dated as of June 4, 2015 (the "Framework Agreement"), by and between Goodyear and SRI, and the Trademark License Agreements; and

WHEREAS, under the Trademark Transfer Agreement, SRI and any other applicable SRI Group Member has agreed to sell, transfer, convey, deliver and assign to Goodyear or a Goodyear Assignee, as applicable, and each Goodyear Group Member has agreed to acquire and accept all of the right, title, and interest of each such SRI Group Member in and to the SRI North American Associated Trademarks set forth on Exhibit A-1 attached hereto.

NOW, THEREFORE, effective as of the execution of the Trademark Transfer Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, transfer, convey, deliver and assign to Assignee and Assignee hereby acquires and accepts all of Assignor's right, title, and interest in and to the SRI North American Associated Trademarks as set forth on Exhibit A-1 attached hereto with respect to North American Products and Extended North American Products and Services (to the extent that any SRI Group Member has such a right to the SRI North American Associated Trademarks with respect to any Extended North American Products and Services), together with the goodwill associated therewith, and all rights to sue for past, present and future infringements of such SRI North American Associated Trademarks throughout the world.

2. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the SRI North American Associated Trademarks to and in the name of Assignee. Any fees incurred in recording such Assignment or issuing any registration from any application for registration with the Governmental Authority shall be borne by the Assignee. Assignor

Assignment and Assumption Agreement – SRI North American Associated Trademarks

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hereby covenants and agrees that it shall and shall cause each other SRI Group Member to, at any time and from time to time, upon written request therefor, execute and deliver to Assignee or Assignee's successors, nominees and assigns all such further documents and do such other acts as may reasonably be necessary and proper to perfect the transfer of the SRI North American Associated Trademarks throughout the world as Assignee may elect, consistent with the SRI North American Associated Trademarks rights being transferred, and to vest the full title thereto in Assignee or its successors, nominees or assigns.

3. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that (i) nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect any of the representations, warranties, covenants, agreements, rights, remedies and obligations of Assignor or Assignee set forth in, or any of the other terms and conditions of, the Trademark Transfer Agreement, the Trademark License Agreements, and the Framework Agreement; and (ii) the representations, warranties, covenants, agreements, rights, remedies and obligations of Assignor and Assignee set forth in, and the other terms and conditions of, the Trademark Transfer Agreement, the Trademark License Agreements and the Framework Agreement shall, to the extent provided in the Trademark Transfer Agreement, the Trademark License Agreements, and the Framework Agreement, survive the execution and delivery of this Assignment and the consummation of the transactions contemplated hereby and by the Trademark Transfer Agreement, the Trademark License Agreements, and Framework Agreement. No claims for indemnification shall be made under this Assignment; all claims for indemnification shall be made only pursuant to the Trademark Transfer Agreement, the Trademark License Agreements, and Framework Agreement, and only to the extent permitted thereunder.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and without regard to choice or conflicts of law doctrines (other than New York General Obligations Law, Section 5-1401, which shall apply) to the extent the application of the law of another jurisdiction would be required thereby.

5. This Assignment hereby incorporates by reference and adopts the provisions in Section 6.2 of the Trademark Transfer Agreement, entitled "Governing Law and Dispute Resolution," as its procedures for dispute resolution and determining governing law with respect to this Agreement and any dispute, claim or controversy arising out of this Agreement or any of the Transactions.

6. This Assignment and the Framework Definitive Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between SRI and Goodyear with respect to the subject matter hereof and thereof. In the event that the terms of this Assignment conflict with the terms of the Trademark Transfer Agreement, the Trademark Transfer Agreement shall control. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

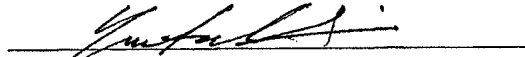
7. This Assignment may be executed and delivered (including by facsimile transmission or via electronic mail of a .pdf or similar file format) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

SUMITOMO RUBBER INDUSTRIES, LTD.



By: Yasutaka Ii
Title: Senior Executive Officer


Signature Page to Assignment and Assumption Agreement – SRI North American Associated Trademarks

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

THE GOODYEAR TIRE & RUBBER COMPANY

By: 

Name: David L. Bialosky

Title: Senior Vice President, General Counsel
& Secretary

Signature Page to Assignment and Assumption Agreement – SRI North American Associated Trademarks

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EXHIBIT A-1

SRI North American Associated Trademarks – Registered and Applied-For Trademarks

Country	Trademark	Owner	Status	Application No.	Registration No.
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US	MFS Device	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	76/322748	2570144
US	DIGITYRE	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	75/549713	2488128
US	DSST	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	75/541042	2390349
US	GRANDTREK	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	53572	1768019
US	GRANDTREK TOURING	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	78/940826	3656009
US	GRASPIC	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	74/605756	1968007
US	ENASAVE	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	77/891124	4176033
US	JLB DEVICE	SUMITOMO RUBBER INDUSTRIES, LTD.	Registered	74/140198	1843586