

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SRI USA, INC.		10/01/2015	CORPORATION: DELAWARE
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: 29			
Property Type	Number	Word Mark	
Registration Number:	1214772	SP	
Registration Number:	1766661	SP SPORT	
Registration Number:	2664425	SP SPORT A2	
Registration Number:	3190070	SP WINTER SPORT 3D	
Registration Number:	2940881	DIREZZA	
Registration Number:	3887688	FM	
Registration Number:	1477580	MAXXUM	
Registration Number:	3537899	QUADMAX SPORT RADIAL MX01	
Registration Number:	530345	REMINGTON	
Registration Number:	3562345	SP 193	
Registration Number:	4151651	SP 348	
Registration Number:	2981782	SP 60	
Registration Number:	2898834	SP SPORT 270	
Registration Number:	3049790	SP SPORT 4000	
Registration Number:	3112785	SP SPORT MAXX	
Registration Number:	4351388	SP WINTER SPORT 4D	
Registration Number:	3551478	SP 461	
Registration Number:	4010337	SP 464	
Registration Number:	4491540	WINTER MAXX	

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Property Type	Number	Word Mark
Registration Number:	4822870	NOISESHIELD TECHNOLOGY
Registration Number:	3502660	SP SPORT 7000 A/S
Registration Number:	2079802	FE
Registration Number:	2939089	SP 181
Registration Number:	2870520	SP 345
Registration Number:	1349192	SPORTMAX
Registration Number:	3923314	SPORTMAX GPR - 10
Registration Number:	3906653	SPORTMAX Q2
Registration Number:	4791315	SPORTMAX Q3
Registration Number:	3446828	SPORTMAX ROADSMART

CORRESPONDENCE DATA

Fax Number: 3307969018

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.

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: ASSIG/SRI US TO GTR

NAME OF SUBMITTER: Kathleen Crane

SIGNATURE: /Kathleen Crane/

DATE SIGNED: 11/05/2015

Total Attachments: 7

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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 SRI USA, INC., a Delaware corporation ("SRI USA" 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 SUMITOMO RUBBER INDUSTRIES LTD. ("SRI"), a corporation organized under the laws of Japan and the parent organization of SRI USA, 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-2 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-2 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 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:

SRI USA, INC.



By: Yasutaka Ii
Title: Secretary

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

TRADEMARK
REEL: 005662 FRAME: 0006

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

TRADEMARK
REEL: 005662 FRAME: 0007

EXHIBIT A-2

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

Country	Trademark	Owner	Status	Application No.	Registration No.
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US	SP	SRI USA, INC.	Registered	73/327538	1214772
US	SP SPORT	SRI USA, INC.	Registered	74/237883	1766661
US	SP SPORT A2	SRI USA, INC.	Registered	76/266111	2664425
US	SP WINTER SPORT 3D	SRI USA, INC.	Registered	78/599952	3190070
US	DIREZZA	SRI USA, INC.	Registered	78/286381	2940881
US	FM	SRI USA, INC.	Registered	77/844550	3887688

Assignment and Assumption Agreement – SRI North American Associated Trademarks – Ex. A-2

Country	Trademark	Owner	Status	Application No.	Registration No.
US	MAXXUM	SRI USA, INC.	Registered	73/670401	1477580
US	QUADMAX SPORT RADIAL MX01	SRI USA, INC.	Registered	77/170317	3537899
US	REMINGTON	SRI USA, INC.	Registered	71/579295	530345
US	SP 193	SRI USA, INC.	Registered	77/399434	3562345
US	SP 348	SRI USA, INC.	Registered	85/358968	4151651
US	SP 60	SRI USA, INC.	Registered	78/221466	2981782
US	SP SPORT 270	SRI USA, INC.	Registered	76/513510	2898834
US	SP SPORT 4000	SRI USA, INC.	Registered	78/512335	3049790
US	SP SPORT MAXX	SRI USA, INC.	Registered	78/428400	3112785
US	SP WINTER SPORT 4D	SRI USA, INC.	Registered	85/607692	4351388
US	SP461	SRI USA, INC.	Registered	77/359139	3551478
US	SP464	SRI USA, INC.	Registered	85/060303	4010337
US	WINTER MAXX	SRI USA, INC.	Registered	85/432400	4491540
US	NOISESHIELD TECHNOLOGY	SRI USA, INC.	Pending	86/152905	
US	SP SPORT 7000 A/S	SRI USA, INC.	Registered	77/209125	3502660
US	FE	SRI USA, INC.	Registered	74/671761	2079802
US	SP 181	SRI USA, INC.	Registered	76/460850	2939089
US	SP 345	SRI USA, INC.	Registered	78/184581	2870520

US	SPORTMAX	SRI USA, INC.	Registered	73/515576	1349192
US	SPORTMAX GPR a-10	SRI USA, INC.	Registered	77081253	3923314
US	SPORTMAX Q2	SRI USA, INC.	Registered	77925577	3906653
US	SPORTMAX Q3	SRI USA, INC.	Pending	86126150	
US	SPORTMAX ROADSMART	SRI USA, INC.	Registered	78/869735	3446828

Assignment and Assumption Agreement – SKI NORTH AMERICAN ASSOCIATED TRADEMARKS – EX. A-2