

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490191

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bridgestone Brands, LLC		09/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridgestone Amerias Tire Operations, LLC		
<b>Street Address:</b>	200 4th Avenue South		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86565451	INTELLITIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3303796178		
<b>Email:</b>	iplaw@bfusa.com		
<b>Correspondent Name:</b>	Thomas R. Kingsbury		
<b>Address Line 1:</b>	10 East Firestone Blvd.		
<b>Address Line 4:</b>	Akron, OHIO 44317		
<b>NAME OF SUBMITTER:</b>	Maxiene Rush		
<b>SIGNATURE:</b>	/Maxiene Rush/		
<b>DATE SIGNED:</b>	09/17/2018		
<b>Total Attachments: 3</b>			
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## NUNC PRO TUNC TRADEMARK LICENSE AGREEMENT

This Nunc Pro Tunc Trademark License Agreement ("Agreement") is by and between **Bridgestone Brands, LLC**, a Delaware limited liability company having an address at 200 4th Avenue South, Nashville, TN 37201 ("Licensor"), and **Bridgestone Americas Tire Operations, LLC**, a Delaware limited liability company having an address at 200 4th Avenue South, Nashville, TN 37201 ("Licensee"). For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **MARK.** Licensor owns all right, title, and interest in and to the following mark ("Mark") within the United States of America and its territories ("U.S."):

Trademark	Serial No.	Classes	Goods and Services
INTELLITIRE	86565451	9	Tire pressure and temperature monitoring systems comprised of gauges, tire pressure monitors, temperature sensors, antennas, GPS antennas, wireless transmitters, and receivers; electronic control apparatus for tire pressure monitoring systems; computer software for monitoring and regulating tire pressure and vehicle drive and kinetic information; electronic display interfaces; signal transmitters, signal receivers; PDAs and mobile communication terminals consisting of mobile radios, radio receivers and transmitters; automatic indicators of low pressure in tires
		37	Providing maintenance information in the automotive field, namely, providing tire pressure and tire temperature maintenance information
		42	Design and development of computer software

2. **GRANT OF LICENSE.** Licensor grants and Licensee accepts a royalty-free nunc pro tunc license to use the Mark in the U.S. in connection with the above-referenced goods and services ("Licensed Goods and Services") beginning as of March 16, 2015 until the termination of this Agreement.

3. **QUALITY CONTROL.** Licensee will ensure that the Licensed Goods and Services it distributes in the U.S. under the Mark are and will be of high quality. Representatives of Licensor shall have the right to inspect, at reasonable intervals and at no cost to Licensor, the Licensed Goods and Services, Licensee's use of the Mark in conjunction with the Licensed Goods and Services, and related advertising materials, for the purpose of determining proper use of Mark and otherwise to determine Licensee's compliance with its obligations under this Agreement.

4. **OWNERSHIP.** Licensee acknowledges that Licensor owns all right, title, and interest in and to the Mark, and that all use of the Mark by Licensee has inured and will continue to inure to the benefit of Licensor.

5. **TERMINATION.** This Agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other party.

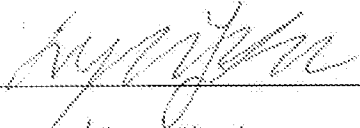
6. **MISCELLANEOUS.**

- a. **Licensee's Assistance.** Licensee will take all steps reasonably necessary to assist Licensor in the registration and enforcement of Licensor's trademark rights in the Mark as may be reasonably requested by Licensor.
- b. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the state of Tennessee, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the state of Tennessee. All claims arising under this Agreement will be brought in the state or federal courts, as applicable, located in Nashville, Tennessee, and the parties irrevocably consent to the personal jurisdiction of such courts.
- c. **Entire Agreement; Modification.** This Agreement sets forth the entire understanding of the parties with respect to the subject of this Agreement and supersedes all prior agreements, understandings, statements, representations, warranties, or covenants, written or oral, made by either party except as expressly set forth herein. This Agreement may not be amended or modified except by a written document signed by Licensor and Licensee.
- d. **Waiver.** Any waiver by Licensor or Licensee of a breach of any term of this Agreement does not constitute a waiver of any subsequent breach of the same term or any other term of this Agreement.
- e. **Severability.** If any provision of this Agreement is found invalid, illegal or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
- f. **Survival.** Any provisions, which by their nature, are intended to survive, shall survive the termination of this Agreement.
- g. **Counterparts.** This Agreement may be executed in counterparts by facsimile or electronic mail as a "PDF", each of which shall be deemed to be an enforceable original and all of which together shall constitute one enforceable instrument.

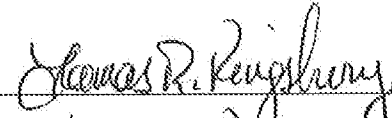
*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**BRIDGESTONE BRANDS, LLC**

By:   
Name: Lynn Hsu  
Title: Assistant Secretary  
Date: September 14, 2018

**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC**

By:   
Name: Thomas R. Kingsbury  
Title: Chief Counsel, Intellectual Property  
Date: September 14, 2018