

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cooper Tire & Rubber Company		12/09/2021	Corporation: DELAWARE
Max-Trac Tire Co., Inc.		12/09/2021	Corporation: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1075471	AVON
Registration Number:	3886063	COOPER
Registration Number:	1413265	COOPER COBRA
Registration Number:	3410567	COOPERTIRES
Registration Number:	1135097	MASTERCRAFT
Registration Number:	1419119	MASTERCRAFT AVENGER
Registration Number:	5226345	ROADMASTER
Registration Number:	3751950	STARFIRE
Registration Number:	5381473	COOPER EVOLUTION
Registration Number:	1835363	M/T
Registration Number:	1452041	MICKEY THOMPSON
Registration Number:	2504558	MICKEY THOMPSON M/T
Registration Number:	2593500	MICKEY THOMPSON PERFORMANCE TIRES & WHEELS
Registration Number:	4306709	MICKEY THOMPSON M/T METAL SERIES
Registration Number:	5616574	M/T

CORRESPONDENCE DATA

TRADEMARK

900662550

REEL: 007518 FRAME: 0546

OP \$390.00 1075471

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1550095 1L TM
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NAME OF SUBMITTER:	Adam Siegel
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SIGNATURE:	/Adam Siegel/
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DATE SIGNED:	12/14/2021
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Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT (this Agreement”), dated as of December 9, 2021, by and among COOPER TIRE & RUBBER COMPANY (“Cooper Tire”), MAX-TRAC TIRE CO., INC. (together with Cooper Tire, each a “Specified Grantor” and collectively the “Specified Grantors”), and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated First Lien Credit Agreement, dated as of June 7, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among The Goodyear Tire & Rubber Company (the “Company”), the Lenders party thereto, the Issuing Banks party thereto and JPMCB, as Administrative Agent and as Collateral Agent, (b) the First Lien Guarantee and Collateral Agreement, dated as of April 8, 2005, as amended and restated as of April 7, 2016, as further amended and restated as of April 9, 2020, as further amended and restated as of June 7, 2021 and as supplemented by the Joinder referred to below (as so amended and restated and supplemented, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the subsidiaries of the Company identified as Grantors and Guarantors therein and JPMCB, as Collateral Agent, and (c) the Additional Subsidiary Agreement, dated as of July 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Joinder”), among the Specified Grantors, the other subsidiaries of the Company party thereto and JPMCB, as Collateral Agent, to the Collateral Agreement. The Lenders have extended credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of the Collateral Agreement. The Specified Grantors derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement as consideration for credit previously extended by the Lenders. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement, including the preamble and introductory paragraph hereto, and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Specified Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Specified Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Specified Grantor or in which such Specified Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other

source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the goodwill associated with or symbolized by the Trademarks;

provided, however, that, notwithstanding any of the foregoing provisions of this Section 2, the Trademark Collateral shall not include Consent Assets.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. This Agreement shall terminate in accordance with the Collateral Agreement.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

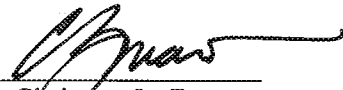
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Collateral Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of the Specified Grantors and the Collateral Agent. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (e.g., a “pdf” or “tif”) shall be as effective as delivery of a manually signed counterpart of this Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COOPER TIRE & RUBBER
COMPANY, as a Specified Grantor

by


Name: Christina L. Zamarro
Title: Vice President and Treasurer

MAX-TRAC TIRE CO., INC., as a Specified
Grantor

by

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Name: Gerald Bialek
Title: Assistant Treasurer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
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as of the day and year first above written.

COOPER TIRE & RUBBER
COMPANY, as a Specified Grantor

by

Name: Christina L. Zamarro
Title: Vice President and Treasurer

MAX-TRAC TIRE CO., INC., as a Specified
Grantor

by

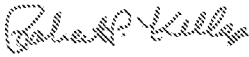


Name: Gerald Bialek
Title: Assistant Treasurer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007518 FRAME: 0551

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

by 

Name: Robert P. Kellas
Title: Executive Director

Schedule I
Trademarks

Owner	Trademark	Registration Number	Registration Date	Goods or Services
Cooper Tire & Rubber Company	AVON	1,075,471	10/18/1977	TIRES AND TUBES OF INDIA RUBBER
Cooper Tire & Rubber Company	COOPER	3,886,063	12/7/2010	Tires; Tires for vehicles
Cooper Tire & Rubber Company	COOPER COBRA	1,413,265	10/14/1986	TIRES
Cooper Tire & Rubber Company	COOPERTIRES AND DESIGN	3,410,567	4/8/2008	Vehicle wheels, tires for vehicle wheels
Cooper Tire & Rubber Company	MASTERCRAFT	1,135,097	5/13/1980	TIRES
Cooper Tire & Rubber Company	MASTERCRAFT AVENGER	1,419,119	12/2/1986	TIRES
Cooper Tire & Rubber Company	ROADMASTER	5,226,345	6/20/2017	tires
Cooper Tire & Rubber Company	STARFIRE	3,751,950	2/23/2010	Tires
Cooper Tire & Rubber Company	COOPER EVOLUTION	5,381,473	1/16/2018	TIRES
Max-Trac Tire Co., Inc.	M/T	1,835,363	5/10/1994	Automobile tires and wheels
Max-Trac Tire Co., Inc.	MICKEY THOMPSON	1,452,041	8/11/1987	Tires
Max-Trac Tire Co., Inc.	MICKEY THOMPSON M/T AND DESIGN	2,504,558	11/6/2001	Tires
Max-Trac Tire Co., Inc.	MICKEY THOMPSON PERFORMANCE TIRES AND WHEELS M/T AND DESIGN	2,593,500	7/16/2002	Wool and leather jackets, multi-season, wind resistant jackets, polo shirts, tee-shirts, hats, light jackets and heavy jackets
Max-Trac Tire Co., Inc.	MICKEY THOMPSON M/T METAL SERIES AND DESIGN	4,306,709	3/19/2013	Vehicle wheels
Max-Trac Tire Co., Inc.	M/T W/DESIGN	5,616,574	11/27/2018	Tires, vehicle wheels