

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wingfoot Brands LLC		12/17/2021	Limited Liability Company: DELAWARE
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: 20			
Property Type	Number	Word Mark	
Registration Number:	2890408	ASSURANCE	
Registration Number:	679617	EAGLE	
Registration Number:	2586420	FORTERA	
Registration Number:	4494937	GOODYEAR	
Registration Number:	873220	GOODYEAR	
Registration Number:	504296	GOODYEAR	
Registration Number:	883095	GOOD YEAR	
Registration Number:	507923	GOODYEAR	
Registration Number:	1167180	GOODYEAR	
Registration Number:	1202797	GOOD YEAR	
Registration Number:	1294932	GOOD YEAR	
Registration Number:	56752	GOOD YEAR	
Registration Number:	1202796	GOODYEAR	
Registration Number:	2149230	GOOD YEAR	
Registration Number:	2149231	GOOD YEAR	
Registration Number:	4666568	JUST TIRES	
Registration Number:	5100492	JUSTTIRES	
Registration Number:	1120958	KELLY	
Registration Number:	649325	UNISTEEL	

OP \$515.00 2890408

Property Type	Number	Word Mark
Registration Number:	811711	WRANGLER

CORRESPONDENCE DATA

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1553026
NAME OF SUBMITTER:	Adam Siegel
SIGNATURE:	/Adam Siegel/
DATE SIGNED:	12/17/2021

Total Attachments: 6

source=Goodyear - First Lien Trademark Security Agreement (Wingfoot LLC) Coversheet#page2.tif
source=Goodyear - First Lien Trademark Security Agreement (Wingfoot LLC) Coversheet#page3.tif
source=Goodyear - First Lien Trademark Security Agreement (Wingfoot LLC) Coversheet#page4.tif
source=Goodyear - First Lien Trademark Security Agreement (Wingfoot LLC) Coversheet#page5.tif
source=Goodyear - First Lien Trademark Security Agreement (Wingfoot LLC) Coversheet#page6.tif
source=Goodyear - First Lien Trademark Security Agreement (Wingfoot LLC) Coversheet#page7.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT
(this Agreement”), dated as of December 17, 2021, by and between
WINGFOOT BRANDS LLC (the “Specified Grantor”) 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, as supplemented by the Additional Subsidiary Agreement dated as of July 2, 2021 and as further 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 December 16, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Joinder”), between the Specified Grantor 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 Grantor derives substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and is 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, the 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 the 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 the Specified Grantor or in which the 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 Grantor 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.

WINGFOOT BRANDS LLC, as the Specified Grantor

by



Name: Christina L. Zamarro

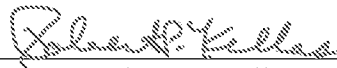
Title: Vice President and Treasurer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007534 FRAME: 0756

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

by

A handwritten signature in black ink, appearing to read "R. P. Kellas", written over a horizontal line.

Name: Robert P. Kellas

Title: Executive Director

Schedule I
Trademarks

Owner	Trademark	Registration Number	Registration Date	Goods or Services
Wingfoot Brands LLC	ASSURANCE	2890408	September 28, 2004	Tires
Wingfoot Brands LLC	EAGLE	679617	June 2, 1959	Tires
Wingfoot Brands LLC	FORTERA	2586420	June 25, 2002	Tires
Wingfoot Brands LLC	GOODYEAR	4494937	March 11, 2014	Tires
Wingfoot Brands LLC	GOODYEAR	873220	July 15, 1969	Automotive Repair Services
Wingfoot Brands LLC	GOODYEAR (stylized)	504296	November 30, 1948	Pneumatic Tires
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design	883095	December 23, 1969	Automotive Repair Services
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design	507923	March 22, 1949	Tires and Inner Tubes Therefor; Hose and Belting Composed Wholly or Principally of Rubber; and Rubber Packing for Machinery
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design	1167180	September 1, 1981	Rubber Treads for Retreading Tires
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design	1202797	July 27, 1982	Clothing, namely, Jackets, Caps and Hats, T-Shirts, Sweatshirts, Knit Shirts, Athletic Suits and Shorts, Uniforms and Sweaters
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design	1294932	September 11, 1984	Credit Card Services
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design	56752	October 16, 1906	Rubber Tires

Wingfoot Brands LLC	GOODYEAR & Winged Foot Design & Blimp Design	1202796	July 27, 1982	Clothing, namely Caps, T-Shirts, Sweatshirts and Jackets
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design in Rectangular Design, w/claim to colors Blue & Gold	2149230	April 7, 1998	Retail Tire Store Services and Automotive Repair Services
Wingfoot Brands LLC	GOODYEAR & Winged Foot Design in Rectangular Design, w/claim to colors Blue & Gold	2149231	April 7, 1998	Tires
Wingfoot Brands LLC	JUST TIRES	4666568	January 6, 2015	Retail tire stores; Vehicle repair and maintenance services
Wingfoot Brands LLC	JUST TIRES Logo	5100492	December 13, 2016	Retail tire stores; Vehicle repair and maintenance services
Wingfoot Brands LLC	KELLY	1120958	June 26, 1979	Tires
Wingfoot Brands LLC	UNISTEEL	649325	July 30, 1957	Tires
Wingfoot Brands LLC	WRANGLER	811711	July 26, 1966	Tires