

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Deutsche Bank Trust Company Americas, as Collateral Agent		12/15/2021	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Goodyear Tire & Rubber Company		
<b>Street Address:</b>	200 Innovation Way		
<b>City:</b>	Akron		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44316		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1739004	AQUATRED	
<b>Registration Number:</b>	2890408	ASSURANCE	
<b>Registration Number:</b>	679617	EAGLE	
<b>Registration Number:</b>	2586420	FORTERA	
<b>Registration Number:</b>	2574113	GEMINI	
<b>Registration Number:</b>	873220	GOODYEAR	
<b>Registration Number:</b>	504296	GOODYEAR	
<b>Registration Number:</b>	883095	GOOD YEAR	
<b>Registration Number:</b>	909784	GOOD YEAR	
<b>Registration Number:</b>	507923	GOODYEAR	
<b>Registration Number:</b>	1167180	GOODYEAR	
<b>Registration Number:</b>	1202797	GOOD YEAR	
<b>Registration Number:</b>	1294932	GOOD YEAR	
<b>Registration Number:</b>	56752	GOOD YEAR	
<b>Registration Number:</b>	1202796	GOODYEAR	
<b>Registration Number:</b>	2149230	GOOD YEAR	
<b>Registration Number:</b>	2149231	GOOD YEAR	
<b>Registration Number:</b>	933686	GOOD YEAR TIRE CENTER	

OP \$615.00 1739004

Property Type	Number	Word Mark
Registration Number:	1991629	JUSTTIRES LOW PRICES...FAST SERVICE
Registration Number:	1120958	KELLY
Registration Number:	920205	KELLY-SPRINGFIELD
Registration Number:	649325	UNISTEEL
Registration Number:	811711	WRANGLER
Registration Number:	4494937	GOODYEAR

**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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1568933
<b>NAME OF SUBMITTER:</b>	Adam Siegel
<b>SIGNATURE:</b>	/Adam Siegel/
<b>DATE SIGNED:</b>	01/05/2022

**Total Attachments: 5**

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source=Goodyear - Trademark Release Cover Sheet#page6.tif

**Termination and Release of Security Interests in United States Trademarks**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (this "**Release**"), is dated as of December 15, 2021, and made by DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (the "**Collateral Agent**").

WHEREAS, the Collateral Agent holds a security interest in certain intellectual property assets of THE GOODYEAR TIRE & RUBBER COMPANY (the "**Borrower**"), including all right, title or interest in or to any and all (a) 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 (collectively, the "**Trademarks**"), (b) goodwill associated with or symbolized by the Trademarks and (c) other assets, rights and interests that uniquely reflect or embody the goodwill associated with or symbolized by the Trademarks, pursuant to (i) that certain Second Lien Guarantee and Collateral Agreement, dated as of April 8, 2005, as amended and restated as of March 7, 2017, among the Borrower, the subsidiaries of the Borrower identified as grantors and guarantors therein and the Collateral Agent, as reaffirmed and amended by the Reaffirmation Agreement, dated as of March 7, 2018, among the Borrower, the subsidiaries of the Borrower identified therein, the Collateral Agent and JPMorgan Chase Bank, N.A., as administrative agent (the "**Administrative Agent**"), as supplemented by the Additional Subsidiary Agreement dated as of January 15, 2020, and as supplemented by the Additional Subsidiary Agreement dated as of July 2, 2021 (as so amended, amended and restated and supplemented, and as may have been further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), (ii) that certain Patent and Trademark Security Agreement among the Collateral Agent, the Borrower and certain subsidiaries of the Borrower party thereto, dated as of May 11, 2005 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**2005 Security Agreement**"), and recorded with the United States Patent and Trademark Office ("**USPTO**") on June 7, 2005, at Reel/Frame No. 003127/0437 and (iii) that certain IP Security Agreement between the Collateral Agent and the Borrower, dated as of May 16, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**2016 Security Agreement**"), and recorded with the USPTO on May 17, 2016, at Reel/Frame 005795/0200 (the Collateral Agreement, the 2005 Security Agreement and the 2016 Security Agreement are collectively referred to herein as the "**Security Agreements**"; the intellectual property assets referred to above are collectively referred to herein as the "**Trademark Collateral**"); and

WHEREAS, in accordance with that certain Payoff Letter, dated December 15, 2021 (the "**Payoff Letter**"), among the Borrower, the Administrative Agent and the

Collateral Agent, (i) the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in the Payoff Letter and (ii) the Security Agreements have been terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties (as defined in the Collateral Agreement) and its and their respective successors, legal representatives and assigns, hereby (i) irrevocably terminates, releases and discharges the entirety of any and all liens, security interests and any and all other rights that it may have pursuant to the Security Agreements in, and all claims that it may have pursuant to the Security Agreements to or in, the Trademark Collateral, including the U.S. trademarks listed on Schedule I hereto, and (ii) reassigns, transfers and conveys to Borrower all right, title and interest that the Collateral Agent may have pursuant to the Security Agreements in the Trademark Collateral, including the U.S. trademarks listed on Schedule I hereto. Any right, title or interest that the Collateral Agent may have pursuant to the Security Agreements in the Trademark Collateral shall hereby terminate, cease and become void.

The Collateral Agent hereby authorizes the Borrower or an authorized representative of the Borrower to (i) record this Release with the USPTO, (ii) file Uniform Commercial Code financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of the Collateral Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Borrower any and all further documents and instruments, and do any and all further acts which the Borrower (or its agents or designees) reasonably requests (at the Borrower's sole cost and expense) in order to confirm this Release and the Borrower's right, title and interest in, to and under the Trademark Collateral.

This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature page follows]

*[Signature page to Trademark Release]*

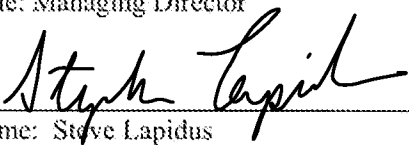
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**TRADEMARK**  
**REEL: 007551 FRAME: 0197**

IN WITNESS WHEREOF, the Collateral Agent, by its duly authorized officer, has executed this Release on this 15 day of December, 2021.

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent

By:   
Name: Frank Fazio  
Title: Managing Director

By:   
Name: Steve Lapidus  
Title: Director

*[Signature page to Trademark Release]*

[[S758471]]

**TRADEMARK**  
**REEL: 007551 FRAME: 0198**

SCHEDULE I

**Material U.S. Trademarks**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>GOODS OR SERVICES</b>
AQUATRED	1739004	December 8, 1992	Tires
ASSURANCE	2890408	September 28, 2004	Tires
EAGLE	679617	June 2, 1959	Tires
FORTERA	2586420	June 25, 2002	Tires
GEMINI	2574113	May 28, 2002	Retail Tire Store Services and Automotive Repair Services
GOODYEAR	873220	July 15, 1969	Automotive Repair Services
GOODYEAR (stylized)	504296	November 30, 1948	Pneumatic Tires
GOODYEAR & Winged Foot Design	883095	December 23, 1969	Automotive Repair Services
GOODYEAR & Winged Foot Design	909784	March 9, 1971	Distributorship Services and Retail Store Services in the Field of Automobile Supplies
GOODYEAR & Winged Foot Design	507923	March 22, 1949	Tires and Inner Tubes Therefor, Hoses and Belting Composed Wholly or Principally of Rubber; and Rubber Packing for Machinery
GOODYEAR & Winged Foot Design	1167180	September 1, 1981	Rubber Treads for Retreading Tires
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
GOODYEAR & Winged Foot Design	1294932	September 11, 1984	Credit Card Services
GOODYEAR & Winged Foot Design	56752	October 16, 1906	Rubber Tires
GOODYEAR & Winged Foot Design & Blimp Design	1202796	July 27, 1982	Clothing, namely Caps, T-Shirts, Sweatshirts and Jackets
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
GOODYEAR & Winged Foot Design in Rectangular Design, w/claim to colors Blue & Gold	2149231	April 7, 1998	Tires
GOODYEAR & Winged Foot Design Tire Center	933686	May 9, 1972	Retail Stores Services in the Field of Automobile Supplies
JUST TIRES & Design	1991629	August 6, 1996	Automotive Repair Services and Retail Tire Store Services
KELLY	1120958	June 26, 1979	Tires
KELLY-SPRINGFIELD	920205	September 14, 1971	Tires
UNISTEEL	649325	July 30, 1957	Tires
WRANGLER	811711	July 26, 1966	Tires

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>GOODS OR SERVICES</b>
GOODYEAR	4494937	March 11, 2014	Tires