

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver State Tire Company, Inc.		02/27/2006	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, NW		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76227220	TIRES & MORE	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-880-4758		
Email:	myoung@phrd.com		
Correspondent Name:	Marcus Young		
Address Line 1:	285 Peachtree Center Avenue N.E.		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	52.335		
NAME OF SUBMITTER:	Bobbi Acord		
Signature:	/ba/		

CH \$40.00 76227220

Date:

04/21/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 27th day of February, 2006, between **SILVER STATE TIRE COMPANY, INC.**, a Nevada corporation having an address at 12200 Herbert Wayne Court, Suite 150, Huntersville, North Carolina 28070-3145 (the "Company"), and **BANK OF AMERICA, N.A.**, a national banking association, having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent"), for itself and Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Company desires to obtain loans and certain other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Fourth Amended and Restated Loan and Security Agreement, dated March 31, 2005 by and among the Company, the other borrowers named therein, Agent, the other agents named therein, and Lenders (as at any time amended, restated, modified or supplemented, the "Loan Agreement");

WHEREAS, Agent and Lenders are willing to make loans to the Company from time to time, pursuant to the terms of the Loan Agreement and that certain Joinder Agreement and Supplement to Loan Agreement dated as of the date hereof between the Company and Agent (the "Joinder Agreement"), provided the Company executes this Agreement; and

WHEREAS, pursuant to the Loan Agreement and the Joinder Agreement, the Company has contemporaneously herewith, granted to Agent, for the benefit of itself and Lenders, a lien upon and security interest in substantially all of the Company's now existing or hereafter acquired personal property;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Secured Obligations, the Company hereby pledges, assigns and grants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Trademark Collateral"):

(a) The trademarks and applications listed on Exhibit A attached hereto and made a part hereof which relate to the Collateral granted to Agent pursuant to the Loan Agreement (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) The goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) All proceeds of the foregoing.

3. The Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office and the filing of a UCC financing statement referencing the Trademark Collateral in the appropriate filing office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (to the extent such liens can be perfected under the Uniform Commercial Code by the filing of a financing statement, or such liens can be perfected by the filing of this Agreement or a short form thereof in the United States Patent and Trademark Office), enforceable against the Company and all third Persons in accordance with its terms;

(c) To the knowledge of the Company, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person; and

(d) The Company has corporate power and authority to enter into this Agreement and perform its terms.

4. The Company covenants and agrees with Agent that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

(c) The Company will maintain the quality of the products associated with the Trademarks in a manner consistent with past practice; and

(d) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

5. The Company hereby grants to Agent and its employees and agents (and any Lender or Lenders and their respective employees and agents) the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts reasonably required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. The Company agrees that, until all of the Secured Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Secured Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks which relate to the Collateral, or become entitled to the benefit of any trademark application or trademark which relates to the Collateral or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications which relate to the Collateral within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies provided in the Loan Agreement.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Secured Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Secured Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company in accordance with the terms of the Loan Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty to prosecute diligently any trademark application of the Trademarks pending as of the date of this

Agreement or thereafter until the Secured Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application which relates to the Collateral, or any pending trademark application or trademark which relates to the Collateral without the consent of Agent, unless the Company shall reasonably determine that such trademark or trademark application is in no way material to the conduct of the Company's business or its operations.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license thereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Agent declines to institute such suit.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement or any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement or any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. Notice of acceptance hereof is hereby waived by the Company.

22. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof, other than Section 5-1401 of the New York General Obligations Law); provided, that, perfection issues with respect to Article 9 of the UCC may give effect to applicable choice or conflict of law rules set forth in Article 9 of the UCC of the State of New York; provided, further, that Agent and Lenders shall retain all rights arising under federal law.

23. THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARK COLLATERAL.

[This space intentionally left blank; signatures commence on following page]

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

SILVER STATE TIRE COMPANY, INC.



David Dyckman, Chief Financial Officer

By: 

Richard P. Johnson, Chief Executive
Officer

[CORPORATE SEAL]

Accepted:

BANK OF AMERICA, N.A., as Agent
("Agent")


By: _____

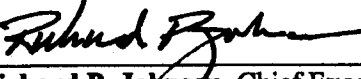
Title: _____

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

SILVER STATE TIRE COMPANY, INC.


David Dyckman, Chief Financial Officer

By: 
Richard P. Johnson, Chief Executive
Officer

[CORPORATE SEAL]

Accepted:

BANK OF AMERICA, N.A., as Agent
("Agent")

By: 
Title: **STEPHEN Y. MCGEHEE**
SENIOR VICE PRESIDENT

EXHIBIT A

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Issue Date</u>
Tires & More	2,665,540	76/227,220	12/24/02