

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
PURCELL TIRE & RUBBER COMPANY		04/08/2008	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	800 Market Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2682968	PURCELL TIRE & RUBBER COMPANY	
Registration Number:	2695043	PURCELL WESTERN STATES TIRE	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	dacrowe@bryancave.com		
Correspondent Name:	Daniel A. Crowe		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	0220060		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		

CH \$65.00 2682968

Date:

05/09/2008

Total Attachments: 4

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Purcell Tire & Rubber Company, a Missouri corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated May 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Bank of America, N.A., as administrative agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

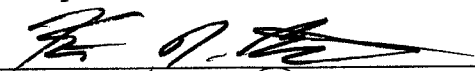
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign and grant to the Assignee for the benefit of the Assignee and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of April 28, 2008.

PURCELL TIRE & RUBBER COMPANY,
a Missouri corporation

By: 
Name: Keith D. Butcher
Title: Executive President

STATE OF Missouri

COUNTY OF St. Louis SS.:

On this 28th day of April, 2008, before me personally came Keith D. Butcher to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Executive President of Purcell Tire & Rubber Company, a Missouri coporation, and that s/he executed the foregoing instrument in the firm name of Purcell Tire & Rubber Company, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Diane M. Twichell

DIANE TWICHELL
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Jul. 15, 2008

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Owner	Mark	Registration No.	Registration Date
Purcell Tire & Rubber Company	Purcell Tire & Rubber Company & Design	2,682,968	February 4, 2003
Purcell Tire & Rubber Company	Purcell Western States Tire & Design	2,695,043	March 11, 2003