

NUNC PRO TUNC AGREEMENT

THIS NUNC PRO TUNC AGREEMENT effective 2/7/02, ("Effective Date") by and between BANDAG LICENSING CORPORATION ("BLC"), an Iowa Corporation having its place of business at 2905 North Highway 61, Muscatine, Iowa 52761, and BANDAG, INCORPORATED ("BANDAG"), an Iowa Corporation having its place of business at 2905 North Highway 61, Muscatine, Iowa 52761.

WITNESSETH:

WHEREAS, BANDAG has adopted, used, and is using certain trademarks and patents identified in Schedules A and B, respectively;

WHEREAS, BLC and BANDAG entered into an agreement on or about September 2, 1985, relating to the administration, maintenance and ownership of certain intellectual property rights, such agreement being intended to ensure the high quality of technology and products that have been offered to the industry by BLC and BANDAG and to ensure continued consumer goodwill;

WHEREAS, BLC and BANDAG have become aware that some of the terms of the agreement were inadvertently not executed over the years, namely in connection with the ownership of certain intellectual property rights such as patents, trademarks, etc.;

WHEREAS, while BLC was entitled to ownership of certain patents, trademarks and other intellectual property, and BLC did own the intellectual property under the agreement between the companies, some of such intellectual property inadvertently was not formally assigned to BLC by a written instrument;

WHEREAS, BLC has been charged with the proper administration and maintenance of the various intellectual property rights, including obligations to preserve the reputation of BANDAG through the goodwill in products and services that BANDAG sells to its customers;

WHEREAS, BLC and BANDAG wish to *nunc pro tunc* confirm their prior agreements, to reduce such agreements to writing, to further clarify their relationship with regard to ownership of such intellectual property, and to correct any prior inconsistencies relating to the formal written assignment of intellectual property rights;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and previously exchanged, and for good and other valuable present and past consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Trademark Assignment

BANDAG hereby formally assigns and transfers to BLC all right, title, and interest to the trademarks identified in Schedule A together with the goodwill of the business symbolized by the trademarks, and the applications and registrations thereof, including all common-law and other rights in said trademarks, all claims, demands and causes for action, both at law and in equity, that BANDAG may have, or may hereinafter acquire, on account of any infringement of said trademarks, and the applications and registrations thereof, prior to the date hereof, and does hereby empower BLC, and its successors in interest, to sue for and collect the same, to its and their own absolute use.

2. Patent Assignment

BANDAG hereby formally assigns and transfers to BLC the full and exclusive rights in and to the inventions, technology, know-how and patents and patent applications identified in Schedule B and any future inventions, technology, know-how and patents and patent applications, including the right to obtain complete legal and/or equitable relief for any and all patent infringements at any time, including the right to recover damages for past infringement.

3. Notices

All notices and statements to be given pursuant to this Agreement, shall be sent by first class mail, postage prepaid, if to BLC:

Bandag Licensing Corporation
2905 North Highway 61
Muscatine, IA 52761
Attn: Warren Heidbreder
Corporate Secretary

and if to BANDAG:

Bandag, Incorporated
2905 North Highway 61
Muscatine, IA 52761
Attn: David Eaton
Assistant Corporate Secretary

4. Governing Law

This Agreement shall be governed and construed under the laws of the State of Iowa, United States of America.

5. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussion and negotiations between them. This Agreement supercedes the September 2, 1995, Agreement and all prior agreements entered into by BLC and BANDAG. No modification or amendment of the body of this Agreement shall be valid or binding unless made in writing and signed on behalf of the parties by their duly authorized officers or representatives.

No failure or delay on the part of any party in the exercise of any power, right, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right power or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Except as otherwise provided, neither this Agreement nor any right or obligation hereunder is assignable, in whole or in part.

If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided that, in such case, the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provisions by a new legally valid stipulation.

IN WITNESS WHEREOF, BLC and BANDAG have caused this Agreement to be duly executed on their behalf in the manner legally binding upon them.

BANDAG LICENSING CORPORATION

BY: [Signature]
TITLE: Chief Financial Officer

On this 7th day of February, 2002, before me, a Notary Public in and for said county, appeared Walter Heidbreder, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

[Signature]



BANDAG, INCORPORATED

BY: [Signature]
TITLE: VP Legal Risk Management Services + Assistant Corporate Secretary

On this 7th day of February, 2002, before me, a Notary Public in and for said county, appeared David W. Eaton, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

[Signature]

