3	· 15.02 B	10203	7753	Patent and T	ent of Commerce rademark Office TENT	
TO: The Commissioner of Patents and Trauernaires. Please record the attached original document(s) or copy(ies).						
Submission Typ ☑ New)e		Conveyance Type Assignment		, J	
	n (Non-Recordation)		License		3 3 9	
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Conveying Part			 	Execution Date(s	7 2 3	
 Bandag, Incorporated Bandag, Incorporated 				February 7, 2002	SECTION	
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	ional Names of Conve	ying Parties Attached	d			
Receiving Party						
Name Bandag Licensing Corporation Name						
Address Address	2905 North Highway	61				
Address	<u>Muscatine</u>	<u>lowa</u>		<u>52761</u>		
Mark if Additi	City	State/Cour	,	Zip Code		
Mark if Additional Names of Receiving Parties Attached Correspondent Name and Address						
Andrea M. Augus			Telephone: (312) 616-5600			
Leydig, Voit & Ma			Facsimile: (312) 616-5700 Attorney Docket No. 304788			
Two Prudential Plaza, Suite 4900 Chicago, Illinois 60601-6780				Attorney Docket N	10. 304788	
		ages of the attached	L Lonvevance docum	ent including any att	achments: 6	
Pages Enter the total number of pages of the attached conveyance document including any attachments: Application Number(s)						
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).						
Pa	tent Application Num	bers	D445 722	Patent Numbers	r 	
			D415,723			
If this document	is being filed together	with a new Patent Ap	oplication, enter the	date the patent	Month Day Year	
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Number of Prop	erties		Enter the total r	number of properties	involved:	
Fee Amount						
			Fee Amount for Pro	perties Listed (37 Cl	FR 3.41): \$40.00	
Method of Payment:						
 ☑ Enclosed is a check in the amount of \$40.00 ☐ Charge Deposit Account No. 12-1216 						
Authorization to Charge Additional Fees to Deposit Account No. 12-1216: X Yes No						
Statement and Signature						
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a						
true copy of the original document. Charges to deposit account are authorized, as indicated herein.						
Andrea M. Augustine (\$46,526) (hudran, augustine March 6, 2002						
Name of Person Signing 723 Sign			ug <i>ustis e</i> ature	Date		
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PATENT REEL: 012721 FRAME: 0623

NUNC PRO TUNC AGREEMENT

THIS NUNC PRO TUNC AGREEMENT effective $\frac{2}{102}$, ("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.

PATENT REEL: 012721 FRAME: 0625

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.

On this day of VIDIW Public in and for said county, appel known to me to be the same person was document, and acknowledged that he and voluntary act for the uses and pury days. The same person because the same person was an acknowledged that he are and voluntary act for the uses and pury days.	whose name is subscribed to the foregoing assignment she signed and delivered the document as his/her free
ANGELA J BUSS Notarial Seal - lowa Commission # 706953 Commission Expires 11-2-03 On this day of FOYUC Public in and for said county, app known to me to be the same person of document, and acknowledged that he and voluntary act for the uses and pur	whose name is subscribed to the foregoing assignment /she signed and delivered the document as his/her free
ANGELA J BUSS Notarial Seal - Ioua Commission # 17 04953 My Commission Expire 11-12-3	

RECORDED: 03/15/2002