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CONTINUATION OF ITEM 4

MATERIAL PATENTS

Docket Number	Ctry	Patent Number	Granted	Client	Dom	Int'l Owner	Title	Inv Name
1985-004	USA	4843120	27JF1989	Chemical R&D	DCR	IRC GTR	RUBBER COMPOSITION	HALASA A F GROSS B B COX J L BALOGH G F
1986-131	USA	4845165	04JL1989	Chemical R&D	DCR	IRC GTR	POLYMERIZATION PROCESS	HALASA A F ROBERTSON-WILCOX S E ZANZIG D J ARCONFI R J HSU W-L
1989-459	USA	5089574	18FE1992	Chemical R&D	DCR	IRC GTR	TRANS-1,4-POLYBUTADIENE SYNTHESIS	CASTNER K F
1990-286	USA	5037912	06AV1991	Chemical R&D	DCR	IRC GTR	POLYMERIZATION OF 1,3-BUTADIENE TO TRANS-1,4-POLYBUTADIENE WITH ORGANOLITHIUM AND ALKALI METAL ALKOXIDE	PATTERSON D B HALASA A F
1991-127	USA	5262213	16NO1993	Chemical R&D	DCR	IRC GTR	STYRENE-BUTADIENE RUBBERS FOR TRUCK TIRES	RODGERS M B HALASA A F HSU W-L MATRANA B A MEZYNSKI S M
1991-462	USA	5448002	05SE1995	Chemical R&D	DCR	IRC GTR	SYNTHESIS OF TRANS-1,4-POLYBUTADIENE HAVING CONTROLLED MOLECULAR WEIGHT REGULATORS AND GEL INHIBITORS	CASTNER K F
1992-259	USA	5262240	16NO1993	Chemical R&D	DCR	IRC GTR	AGGREGATE TREATMENT	DUNNING R L SCHULZ G O
1992-344	USA	5300599	05AP1994	Chemical R&D	DCR	IRC GTR	MODIFIED FOR ANIONIC POLYMERIZATION OF DIENE MONOMERS	HSU W-L HALASA A F
1993-043	USA	5451646	19SE1995	Chemical R&D	DCR	IRC GTR	TECHNIQUE FOR REDUCING THE MOLECULAR WEIGHT AND IMPROVING THE PROCESSABILITY OF HIGH CIS-1,4 POLYBUTADIENE	CASTNER K F

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
1993-088	USA	5470929	28NO1995	Chemical R&D	DCR	IRC GTR	STYRENE-ISOPRENE RUBBER FOR TIRE TREAD COMPOUNDS	ZANZIG D J SANDSTROM P H HUBBELL J K HSU W-L HALASA A F VERTHE J J A
1993-088	USA	5552490	03SE1996	Chemical R&D	DCR	IRC GTR	STYRENE-ISOPRENE RUBBER FOR TIRE TREAD COMPOUNDS	ZANZIG D J SANDSTROM P H HUBBELL J K HSU W-L HALASA A F VERTHE J J A
1993-382	USA	5534592	09JUL1996	Chemical R&D	DCR	IRC GTR	HIGH PERFORMANCE BLEND FOR TIRE TREADS	HSU W-L HALASA A F ZANZIG D J SANDSTROM P H HENNING S K LUCAS D
1993-382	USA	5654384	05AUL1997	Chemical R&D	DCR	IRC GTR	PROCESS FOR PREPARING HIGH VINYL POLBUTADIENE RUBBER SEE ALSO DN1996-125 (08/685762), WHICH IS A CIP OF THIS CASE	HALASA A F HSU W-L ZANZIG D J SANDSTROM P H HENNING S K LUCAS D
1993-382	USA	5620939	15AP1997	Chemical R&D	DCR	IRC GTR	HIGH PERFORMANCE BLEND FOR TIRE TREADS	HALASA A F HSU W-L ZANZIG D J SANDSTROM P H HENNING S K LUCAS D
DN1996-021	USA	5679751	21OCT1997	Chemical R&D	DCR	IRC GTR	SOLUTION POLYMERIZATION PROCESS FOR SYNTHESIS OF STYRENE- BUTADIENE OR STYRENE-ISOPRENE RUBBER	HALASA A F AUSTIN L E HSU W-L GROSS B B
DN1996-125	USA	5906956	25MY1999	Chemical R&D	DTM	GTR	LITHIUM INITIATOR SYSTEM	HALASA A F HSU W-L
DN1997-114	USA	5834573	10NO1998	Chemical R&D	DCR	IRC GTR	SYNTHESIS OF TRANS-1,4-POLYBUTADIENE	CASTNER K F

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1998-016	USA United States	6075095	13JZE2000	Chemical R&D	DCR	IRC GTR	PROCESS FOR MAKING TIN-COUPLED RUBBERY POLYMERS	FIEDLER R D JOHNSON E L
DN1998-064	USA United States	6469104	22OC2002	Chemical R&D	DCR	IRC GTR	EMULSION STYRENE-BUTADIENE RUBBER PROVISIONAL FILED 28MR1998	COLVIN H A SENYEK M I JR
DN1999-029	USA United States	6140434	31OC2000	Chemical R&D	DTM	IRC GTR	SYNTHESIS OF HIGH VINYL RUBBER	HALASA A F HSU W-L
DN1999-291	USA United States	6489415	03DE2002	Chemical R&D	DCR	IRC GTR	PROCESS FOR SYNTHESIZING TRANS-1,4-POLYBUTADIENE PROVISIONAL FILED 31DE1999	HSU W-L HALASA A F
DN2000-166	USA United States	6313216	06NO2001	Chemical R&D	DCR	IRC GTR	SYNTHESIS OF STYRENE-ISOPRENE RUBBER	KERNS M L XU Z CHRISTIAN S M
DN2001-219	USA United States	6613854	02SE2003	Chemical R&D	DCR	IRC GTR	IMPROVED PROCESS FOR SYNTHESIZING TACKIFIER RESIN PROVISIONAL FILED 28NO2001	COTTMAN K S
1982-189	USA United States	4522970	11JE1985	Compound Technology	DCT	ITC GTR	TIRE WITH TREAD RUBBER CONTAINING MEDIUM VINYL POLYBUTADIENE WITH CLAY AND CARBON BLACK CHEMICAL COUPLING AGENT	SCRIVER R M STAIR W H
1988-178	USA United States	5070148	03DE1991	Compound Technology	DCT	ITC GTR	SEGMENTED ELASTOMER	HSU W-L HALASA A F
1988-355	USA United States	4957970	18SE1990	Compound Technology	DCT	ITC GTR	PACKAGE FOR COMPOUNDING RUBBER AND COMPOUNDED RUBBER	HOLSAPPLE R L KAY J A
1989-186	USA United States	5087668	11FE1992	Compound Technology	DCT	ITC GTR	RUBBER BLEND AND TIRE WITH TREAD THEREOF	SANDSTROM P H MASSIE J D VERHE J J HOLTZAPPLE G M DIROSSI R R
1989-669	USA United States	5159020	27OC1992	Compound Technology	DCT	ITC GTR	TERPOLYMER RUBBER OF STYRENE ISOPRENE AND BUTADIENE AND TIRE WITH TREAD THEREOF	HALASA A F BERGH J FOURGON F A J

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1989-669	USA	5254653	190C1993	Compound Technology	DCT	ITC	GTR	TERPOLYMER RUBBER OF STYRENE, ISOPRENE AND BUTADIENE AND TIRE WITH TREAD THEREWITH	KALASA A F BERGH J FOURGON F A J
1994-044	USA	5534599	09JUL1996	Compound Technology	DCT	ITC	GTR	TIRE WITH SILICA REINFORCED RUBBER TREAD SEE DIV 1994-044-D-01	SANDSTROM P H ZANZIG D J SINSKY M S
DN1996-010	USA	5663358	02SEP1997	Compound Technology	DCT	ITC	GTR	PROCESS FOR THE PREPARATION OF ORGANOSILICON DISULFIDE COMPOUNDS	COHEN M P WIDEMAN L G
DN1996-011	USA	5675014	07OC1997	Compound Technology	DCT	ITC	GTR	PROCESS FOR THE PREPARATION OF ORGANOSILICON DISULFIDE COMPOUNDS	COHEN M P PARKER D K WIDEMAN L G
DN1996-027	USA	5605951	25FEB1997	Compound Technology	DCT	ITC	GTR	SILICA REINFORCED RUBBER COMPOSITION AND TIRE WITH TREAD THEREOF	SANDSTROM P H WIDEMAN L G
DN1996-053	USA	5780538	14JUL1998	Compound Technology	DCT	ITC	GTR	SILICA REINFORCED RUBBER COMPOSITION AND TIRE WITH TREAD	COHEN M P ROENNAU R B LOSEY C A
DN1996-053	USA	5914364	22JEB1999	Compound Technology	DCT	ITC	GTR	SILICA REINFORCED RUBBER COMPOSITION AND TIRE WITH TREAD	COHEN M P LOSEY C A ROENNAU R B FUTAMURA S MATEFNE T F E HUNT J O THISE G A L
DN1996-069	USA	5739198	14AP1998	Compound Technology	DCT	ITC	GTR	RUBBER COMPOSITION AND TIRE WITH TREAD THEREOF CIP OF DN1996-069	SANDSTROM P H FRANCIK W P ZANZIG D J
DN1997-028	USA	5684172	04NO1997	Compound Technology	DCT	ITC	GTR	PROCESS FOR THE PREPARATION OF ORGANOSILICON POLYSULFIDE COMPOUNDS	WIDEMAN L G FOLK T L COHEN M P
DN1997-029	USA	5684171	04NO1997	Compound Technology	DCT	ITC	GTR	PROCESS FOR THE PREPARATION OF ORGANOSILICON POLYSULFIDE COMPOUNDS	WIDEMAN L G FOLK T L COHEN M P

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1997-064	USA United States	5743973	28AP1998	Compound Technology	DCT ITC	GTR	TIRE WITH ELECTRICALLY ORIENTED COMPOSITE	KRISHNAN R M BELSKI G T
DN1998-051	USA United States	6220326	24AP2001	Compound Technology	DCT ITC	GTR	TIRE WITH CARCASS PLY RUBBER COMPOSITION	BLOK E J SANDSTROM P H HAHN B R
DN1998-052	USA United States	6166140	26DE2000	Compound Technology	DCT ITC	GTR	ELASTOMER BLEND AND USE IN TIRES PROVISIONAL FILED 11MRI1998	SANDSTROM P H BLOK E J ZANZIG D J COLVIN H A SENYEK M L
DN1998-059	USA United States	6230773	15MX2001	Compound Technology	DCT ITC	GTR	TIRE WITH SIDEWALL CARCASS REINFORCEMENT	SANDSTROM P H MCQUATE R D SINSKY M S
DN1998-149	USA United States	6214919	10AP2001	Compound Technology	DCT ITC	GTR	PNEUMATIC TIRE HAVING A TREAD CONTAINING RESIN PROVISIONAL FILED 07AU1998	SCHLADEMAN J A WIDEMAN L G BLOK E J SANDSTROM P H BERGOMI A KRALEVICH M L JR
DN1998-150	USA United States	5981637	09NO1999	Compound Technology	DCT ITC	GTR	RUBBER COMPOSITION WHICH CONTAINS ANTI-REVERSION MATERIAL AND TIRE WITH COMPONENT THEREOF	BLOK E J WIDEMAN L G SANDSTROM P H VARNER J E
DN1998-101	USA United States	6296329	02OC2001	Compound Technology	DCT ITC	GTR	ENDLESS RUBBER TRACK AND VEHICLE CONTAINING SUCH TRACK	RODGERS M B KRISHNAN R M SANDSTROM P H MALLY N A GORDON L A
DN1998-158	USA United States	6391945	21MX2002	Compound Technology	DCT ITC	GTR	RUBBER CONTAINING STARCH REINFORCEMENT AND TIRE HAVING COMPONENT THEREOF	SANDSTROM P H
DN1998-189	USA United States	6228929	08MY2001	Compound Technology	DCT ITC	GTR	ELECTRICALLY CONDUCTIVE RUBBER COMPOSITION AND ARTICLE OF MANUFACTURE, INCLUDING TIRE, HAVING COMPONENT THEREOF	LARSON B K BEAUVAIS M M GASNER G E

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN2000-213	USA	6310152	30OC2001	Compound Technology	DCI	ITC	GTR	SYNTHESIS OF ELASTOMERIC HIGH TRANS-1,4-POLYEUTADIENE	CASTNER K F
1982-089	USA	4684422	04AU1987	Engineering Components, Processes,	DEC	IME	GTR	A TRANSFER APPARATUS FOR TIRE CARCASSES AND TIRE BANDS	RODSETH J K
1982-374	USA	4683021	28JUL1987	Engineering Components, Processes,	DEC	IME	GTR	TIRE BUILDING DRUM	STALTER J FELLER G
1982-419	USA	4634489	06JAI1987	Engineering Components, Processes,	DEC	IME	GTR	DEVICE FOR TRANSFERRING A TIRE CRACASS BAND AND A METHOD OF BUILDING A TIRE	DUPOMMIER J M
1983-154	USA	5554242	10SE1996	Engineering Components, Processes,	DEC	IME	GTR	METHOD FOR MAKING A MULTI-COMPONENT TIRE	COOK M W BROWN T E CARLSON J D DAVISSON J A MIHALIK M
1983-175	USA	4667574	26MVI1987	Engineering Components, Processes,	DEC	IME	GTR	AN ACTUATOR FOR MOVEMENT OF A TOOL AND A TIRE CARCASS TRANSFER DEVICE UTILIZING THE ACTUATOR	FELTEN G
1983-214	USA	4683020	28JUL1987	Engineering Components, Processes,	DEC	IME	GTR	METHOD AND APPARATUS FOR STORING AND FEEDING TIRE BEADS	PORTALUPI S J RIGGS R S
1984-331	USA	4689106	25AUI1987	Engineering Components, Processes,	DEC	IME	GTR	TRANSFER RING SPACER SEGMENT	BECHT C A CRESSMAN P M HEAD W J WHITE J R
1984-338	USA	4684338	04AUI1987	Engineering Components, Processes,	DEC	IME	GTR	ROD GLAND AND HUB ASSEMBLY FOR A TIRE CURING PRESS	STEAM C D STEIDL L E
1985-109	USA	4732638	22MRI1988	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR ROLLING BEAD RINGS	BAKER D E BOWEN G L THIELE J R
1985-109	USA	4909876	20MRI1990	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS AND METHOD FOR ROLLING BEAD RINGS	BAKER D E BOWEN G L THIELE J R
1985-256	USA	4761195	02AUI1988	Engineering Components, Processes,	DEC	IME	GTR	TIRE BUILDING MACHINE SERVER	HART J M

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Int'l	Owner	Title	Inv Name
1985-271	USA	4759813	26JUL1988	Engineering Components, Processes,	DEC	IME	GTR	PROCESS FOR FORMING AND CRIMPING A BEAD	BANAS M D CHLEBINA L E GREENLESE G STOKES J D SMITH M W STEAGALL R N
1986-227	USA	4854612	08AUG1989	Engineering Components, Processes,	DEC	IME	GTR	TIRE BUILDING DRUM SHAFT CONNECTION	CUBRIC R RODSETH J K
1986-242	USA	4929298	29MAY1990	Engineering Components, Processes,	DEC	IME	GTR	TIRE BUILDING DRUM INCLUDING AN EXPANDABLE SEGMENTAL CYLINDER ASSEMBLY AND A VACUUM CHAMBER	WANTZ A VAN DER POEL R J
1986-288	USA	4855008	08AUG1989	Engineering Components, Processes,	DEC	IME	GTR	EXPANDABLE TIRE BUILDING DRUM	TERRADO A R
1986-320	USA	4976804	11DEC1990	Engineering Components, Processes,	DEC	IME	GTR	EXPANDABLE TIRE BUILDING DRUM	KNEIP F
1987-282	USA	4859272	22AUG1989	Engineering Components, Processes,	DEC	IME	GTR	RADIAL TIRE BELT FOLDING DRUM	LOVELL J A MEDVED G E WHITE J R
1987-518	USA	5246515	21SEP1993	Engineering Components, Processes,	DEC	IME	GTR	BEAD SUPPORT SYSTEM FOR USE DURING TIRE MANUFACTURE	RODSETH J K DURAND J M
1988-164	USA	5358191	25OCT1994	Engineering Components, Processes,	DEC	IME	GTR	STORAGE AND SPLICING OF STRIP MATERIAL	SMITH M W LUNDELL D A ROMAN J P
1988-385	USA	5017118	21MAY1991	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR FORMING A COEXTRUSION FROM EXTRUDED STRIPS	LOOMAN E W WOLBERT H A
1989-182	USA	5380383	10JUL1995	Engineering Components, Processes,	DEC	IME	GTR	TREAD APPLICATION METHOD AND APPARATUS	HEAD W J CHLEBINA L E KUBINSKI D C
1989-182	USA	5425935	20JUL1995	Engineering Components, Processes,	DEC	IME	GTR	TREAD APPLICATION METHOD AND APPARATUS	CHLEBINA L E HEAD W J KUBINSKI D C



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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1991-334	USA United States	5221409	22JEL1993	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR BUTT SPLICING FLY STOCK	HART M B NASH R B
1991-481	USA United States	4871409	030CI1989	Engineering Components, Processes,	DEC	IME	APS	APPARATUS FOR LAYING A CONTINUOUS STRIP OF ELASTOMERIC MATERIAL ONTO A SURFACE	PERKINS D J B
1991-486	USA United States	5108527	28AP1992	Engineering Components, Processes,	DEC	IME	GTR	A METHOD OF MANUFACTURE OF A TIRE AND APPARATUS THEREFOR	GLOVER C J GOODFELLOW A G
1991-487	USA United States	5178714	12JA1993	Engineering Components, Processes,	DEC	IME	APS	APPARATUS FOR THE MANUFACTURE OF A PNEUMATIC TIRE	GLOVER C J GOODFELLOW A G
1992-182	USA United States	5389187	14FE1995	Engineering Components, Processes,	DEC	IME	GTR	METHOD AND APPARATUS FOR TIRE TREAD APPLICATION	MARKS P D SMITH M W
1992-182	USA United States	5534093	09JL1996	Engineering Components, Processes,	DEC	IME	GTR	METHOD FOR TIRE TREAD APPLICATION	MARKS P D SMITH M W
1992-200	USA United States	5385621	31JA1995	Engineering Components, Processes,	DEC	IME	GTR	TIRE BEAD WINDING APPARATUS AND METHOD	GOLIGHTLY R W
1992-200	USA United States	5567269	22OC1996	Engineering Components, Processes,	DEC	IME	GTR	TIRE BEAD MAKING APPARATUS WITH TWO WINDING TENSION LEVELS	GOLIGHTLY R W
1992-315	USA United States	5591288	07JA1997	Engineering Components, Processes,	DEC	IME	GTR	CONTOURED TIRE BUILDING DRUM AND METHOD OF BUILDING AN EXTENDED MOBILITY TIRE	CONGER K D BECKER M L BEER K
1992-376	USA United States	5662759	02SE1997	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS & METHOD FOR PROVIDING UNIFORM STRETCHED EDGES OF STRIP MATERIAL FOR SPLICING	CORNET F RODSETH J K MARTHOZ R LAMMLEIN R A JR
1993-291	USA United States	5605596	25FE1997	Engineering Components, Processes,	DEC	IME	GTR	DUAL GUMSTRIP APPLICATOR FOR TIRE CORD BELTS	MCLAUGHLIN J L
1993-423	USA United States	5638732	17JE1997	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR CUTTING OF ELASTOMERIC MATERIALS	BECKER M L BEER K DOWNING D R DUNN W F HART J M LUNDELL D A

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1994-064	USA	5827380	27OCT1998	Engineering Components, Processes,	DEC	IME	GTR	PRECURED TIRE TREAD HAVING SEALING PROJECTION FOR A TRUCK TIRE FILE WRAPPER CONTINUATION OF 94064-D-01 (APP NO. 08/642290)	CHLEBINA L E TUBB G E LAURICH T A
1994-064	USA	6290810	18SEZ2001	Engineering Components, Processes,	DEC	IME	GTR	MOLD FOR CURING PRECURED TREADS TO TIRE CASINGS	YOYVICHIN A J LAURICH T A
1994-064	USA	5536348	16JUL1996	Engineering Components, Processes,	DEC	IME	GTR	METHOD OF ASSEMBLY OF A PRECURED TIRE TREAD TO AN UNVULCANIZED CASING	CHLEBINA L E TUBB G E LAURICH T A
1994-064	USA	6264779	24JUL2001	Engineering Components, Processes,	DEC	IME	GTR	METHOD OF CURING TIES	CAPELLI M R LAURICH T A REX W A VANNAN F F JR
1994-064	USA	6089290	18JUL2000	Engineering Components, Processes,	DEC	IME	GTR	PRECURED TIRE TREAD FOR A TRUCK TIRE AND THE METHOD OF ASSEMBLY	CHLEBINA L E TUBB G E LAURICH T A
1994-221	USA	5882457	16MRT1999	Engineering Components, Processes,	DEC	IME	GTR	TIRE TREAD SERVER AND METHOD	HART J M DOWNING D R KEFALOS L A CURRIE W D MINSART L REICHLING J A
1994-304C	USA	5513560	07MY1996	Engineering Components, Processes,	DEC	IME	GTR	QUICK CHANGEOVER METHOD AND APPARATUS FOR A CALENDER APPARATUS	DOWNING D R HEAD W J BENZING J A II
1994-304D	USA	6109322	29AUG2000	Engineering Components, Processes,	DEC	IME	GTR	LAMINATE COMPOSITE STRUCTURE FOR MAKING AN UNVULCANIZED CARCASS FOR A RADIAL PLY TIRE AS AN INTERMEDIATE ARTICLE OF MANUFACTURE	BENZING J A II HEAD W J DOWNING D R VANNAN F F JR
1995-068	USA	5709760	20JAN1998	Engineering Components, Processes,	DEC	IME	GTR	THIN GAUGE, FINE DIAMETER STEEL CORD REINFORCED TIRE PLY FABRIC WHICH IS LAP SPLICED	PRAKASH A HEAD W J TUBB G E WOODS T K

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1995-335	USA	5762740	09JTE1998	Engineering Components, Processes,	DEC	IME	GTR	METHOD FOR BUILDING A LAMINATE FROM AN ASSEMBLY OF TIRE COMPONENTS TO FORM A CASING	BENZING J A II HEAD W J DOWNING D R
1995-335	USA	6126780	030C2000	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR BUILDING A LAMINATE AND FORMING A SUBASSEMBLY FOR A TIRE	BENZING J A II HEAD W J DOWNING D R
DN1996-072	USA	5730829	24MR1998	Engineering Components, Processes,	DEC	IME	GTR	TWO DRUM TURRET FOR TIRE ASSEMBLY	CONGER K D TESTA D C
DN1996-170	USA	6139668	310C2000	Engineering Components, Processes,	DEC	IME	GTR	SIMULTANEOUS TIRE ASSEMBLY METHOD AND APPARATUS	STOKES J D BEER K CONGER K D LUNDELL D A RING R D ROMAN J P
DN1997-056	USA	6298893	090C2001	Engineering Components, Processes,	DEC	IME	GTR	FLY PATH CONTROLLED BY PRECURED APEX	VANNAN F F JR CAPPELLI M R GOLDSTEIN A A TUBB G E
DN1997-122	USA	6379603	30AP2002	Engineering Components, Processes,	DEC	IME	GTR	LATTICE GATE FOR INJECTION MOLDING OF RUBBER COMPOUNDS	WHITE J R VOGLIANO R H
DN1997-215	USA	6277317	21AU2001	Engineering Components, Processes,	DEC	IME	GTR	METHOD FOR BUILDING PNEUMATIC TIRES IN AN IMPROVED TIRE MOLD	VANNAN F F JR REX W A YOVICHIN A J STOILA G M WOLBERT H A
DN1998-075	USA	6497834	24DE2002	Engineering Components, Processes,	DEC	IME	GTR	FLOW CHANNEL BLOCK AND METHOD OF MAKING	VARGO R D BURG G R
DN1998-161	USA	6524416	25FE2003	Engineering Components, Processes,	DEC	IME	GTR	STRESS NEUTRALIZATION OF AN APEX FILLER FOR A TIRE BEAD SUBASSEMBLY	KUBINSKI D C SMITH M W
DN1998-182	USA	6427742	06AU2002	Engineering Components, Processes,	DEC	IME	GTR	PNEUMATIC TIRE HAVING SPECIFIED BEAD STRUCTURE	OARE T R HUGHES E D
DN1998-185	USA	6341476	29JA2002	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR BUNDLING LAYERED MATERIAL	GOLIGHTLY R W

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN1998-212	USA	6499980	31DEC2002	Engineering Components, Processes,	DEC	IME	GTR	AUTOMATED GREEN TIRE CONVEYANCE SYSTEM	FLEDDERJOHANN P F EIZENZIMMER G W MCKEE D J
DN1998-223	USA	6620291	16SEP2003	Engineering Components, Processes,	DEC	IME	GTR	APPARATUS FOR TYING ROLLS OF FABRIC	GARLAND R J KOT K M
DN1998-226	USA	6533891	18MR2003	Engineering Components, Processes,	DEC	IME	GTR	BUTT SPLICING OF ELASTOMERIC SHEETS	KUBINSKI D C
DN1999-034	USA	6086811	11JUL2000	Engineering Components, Processes,	DEC	IME	GTR	MOLDING SYSTEM FOR RUBBER TRACTOR TRACKS GDYR ACQUIRED RIGHTS FOR THIS APPLICATION (OHIO 44278)	FIKE L T
DN1999-035	USA	6177042	23JAN2001	Engineering Components, Processes,	DEC	IME	GTR	METHOD AND APPARATUS FOR MAKING RUBBER TRACTOR TRACKS GDYR ACQUIRED THE RIGHTS TO THIS APPLICATION (OHIO 48235)	FIKE L T
DN1999-036	USA	6051178	18APR2000	Engineering Components, Processes,	DEC	IME	GTR	METHOD AND APPARATUS FOR MAKING AN ENDLESS RUBBER TRACTOR TRACK	FIKE L T
DN1999-250	USA	6364981	02APR2002	Engineering Components, Processes,	DEC	IME	GTR	FORMING AND APPLICATION OF TIRE PLY	SMITH M W KUBINSKI D C CHOATE B T
DN1999-271	USA	6330984	18DEC2001	Engineering Components, Processes,	DEC	IME	GTR	METHOD AND APPARATUS FOR STORING STRIP MATERIAL	BARKER B C KUBINSKI D C MOFFATT R T DYRLUND C D
DN2000-016	USA	6341771	29JAN2002	Engineering Components, Processes,	DEC	IME	GTR	METHOD OF STACKING STRIPS OF FLEXIBLE MATERIAL	SASSON P G JR
DN2000-176	USA	6416013	09JUL2002	Engineering Components, Processes,	DEC	IME	GTR	SELF-ALIGNING SPOOL AND METHOD FOR STORING STRIP COMPONENTS	BENZING J A II
1985-135	USA	5005613	09APR1991	Engineered Products	DEP	IEP	GTR	LIGHT WEIGHT FLEXIBLE COAXIAL VAPOR RECOVERY HOSE	STANLEY J H
1986-144	USA	5044813	03SEP1991	Engineered Products	DEP	IEP	GTR	BUSH TYPE HYDRAULICALLY DAMPED ENGINE OR TRANSMISSION MOUNT	GREGG M J W

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1986-173	USA	5005808	09AP1991	Engineered Products	DEP	IEP	GTR	AIRSPRING END MEMBER AND AIRSPRING ASSEMBLY	MOEGLIN S J WARMUTH I J
1987-073	USA	5205546	27AP1993	Engineered Products	DEP	IEP	GTR	HYDRO-ELASTIC ENGINE MOUNT	SCHISLER R C EISENZIMMER G W
1987-366	USA	4903998	27FE1990	Engineered Products	DEP	IEP	GTR	BRANCHED HOSE CONSTRUCTION	STANLEY J H
1987-409	USA	4854446	08AU1989	Engineered Products	DEP	IEP	GTR	ELECTRICAL CONDUCTOR	STRADER D S
1988-525	USA	5211609	18MY1993	Engineered Products	DEP	IEP	GTR	ELASTOMERIC DRIVE BELT	HAINES E L
1990-001	USA	5209705	11MY1993	Engineered Products	DEP	IEP	GTR	SYNCHRONOUS DRIVE BELT WITH OBLIQUE AND OFFSET TEETH	GREGG M J W
1990-001	USA	5421789	06JE1995	Engineered Products	DEP	IEP	GTR	SYNCHRONOUS DRIVE PULLEY AND ITS COMBINATION WITH A BELT HAVING OBLIQUE AND OFFSET TEETH	GREGG M J W
1991-126	USA	5268134	07DE1993	Engineered Products	DEP	IEP	GTR	TECHNIQUE FOR MANUFACTURING HOSE	BAUER R G BURLETT D J SINSKY M S PYLE K J TUNG D A PARAMESWARAN V R
1991-350	USA	5286011	15FE1994	Engineered Products	DEP	IEP	GTR	BUSH TYPE HYDRAULICALLY DAMPED MOUNTING DEVICE	STRAND M E
1991-544	USA	5535994	16JL1996	Engineered Products	DEP	IEP	GTR	COMPOSITE AIR SPRING PISTON	SAFRED C K JR
1993-132	USA	5382198	17JA1995	Engineered Products	DEP	IEP	GTR	HELICALLY GROOVED MULTI-RIBBED POWER TRANSMISSION BELT	JANNE M I
1993-178	USA	5609242	11MR1997	Engineered Products	DEP	IEP	GTR	STEEL CABLE CONVEYOR BELT WITH IMPROVED PENETRATION AND RIP RESISTANCE	HUTCHINS T G TERREAU H L

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1994-035	USA	5733399	31MR1998	Engineered Products	DEP	IEP	GTR	METHOD AND APPARATUS OF MANUFACTURING SYNCHRONOUS DRIVE BELT WITH TEETH WHICH ARE AXIALLY INTERLOCKED WITH A MOLD SURFACE	WOOD D B
1995-058	USA	5671907	30SE1997	Engineered Products	DEP	IEP	GTR	METHOD OF ATTACHMENT OF FLEXIBLE MEMBER TO STAMPED STEEL PISTON	ARNOLD J E
DN1996-122	USA	6264577	24JL2001	Engineered Products	DEP	IEP	GTR	SMART SPLICE	HUTCHINS T G
DN1996-145	USA	6183582	06FE2001	Engineered Products	DEP	IEP	GTR	METHOD AND APPARATUS FOR PRODUCING SYNCHRONOUS BELTS WITH TWO OR MORE TRACKS OF HELICAL TEETH	GREGG M J W
DN1996-146	USA	6180210	30JA2001	Engineered Products	DEP	IEP	GTR	ABRASION RESISTANT ENERGY ABSORBING TREADMILL WALKING/RUNNING BELT	DEBUS J W
DN1996-246	USA	5704862	06JA1998	Engineered Products	DEP	IEP	GTR	DUAL SIDED POLY-V DRIVE BELT AND PULLEY THEREFOR	JANNE M L ANDERSON S M
DN1997-048	USA	6153686	28NO2000	Engineered Products	DEP	IEP	GTR	HIGH MODULUS BELT COMPOSITION AND BELTS MADE THEREWITH	GRANATOWICZ D S MORRIS M T PILKINGTON M V TOMPKIN G R
DN1997-100	USA	6284180	04SE2001	Engineered Products	DEP	IEP	GTR	METHOD TO CURE ENDLESS TRACK BELTS AND APPARATUS THEREFOR	FELDMAN T B
DN1998-096	USA	6390136	21MY2002	Engineered Products	DEP	IEP	GTR	METHOD OF PRODUCING A HOSE/CLAMP COMBINATION AND A HOSE/CLAMP ASSEMBLY PRODUCED THEREBY	HUTCHINS T G CULHAM A J
DN1998-099	USA	6123325	26SE2000	Engineered Products	DEP	IEP	GTR	AIRLIGHT END RETAINER FOR AN AIRSPRING	BUCHANAN K M STRICKLER R A
DN1998-103	USA	5934652	10AU1999	Engineered Products	DEP	IEP	GTR	AIR SPRING BUMPER AND METHOD OF MOUNTING	HOFACRE G D TROWBRIDGE M G SAFRED C K JR

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN1998-148	USA	6510617	28JAZ2003	Engineered Products	DEP	IEP	GTR	BELT ELONGATION MEASUREMENT DEVICE	GERDES B J DEBUS J W
DN1998-205	USA	6427728	06AU2002	Engineered Products	DEP	IEP	GTR	CONVEYOR BELTING WITH REINFORCING FABRIC FORMED FROM THREE INTERLACED LAYERS	MAGUIRE D J YU J Z ANDRESEN F P
DN1999-047	USA	6554934	29AP2003	Engineered Products	DEP	IEP	GTR	PERFORMED STRIP AND METHOD FOR SPLICING CONVEYOR BELTS	STEVEN R B MAGUIRE D J LEDEFER S A HEAD W J GEHRETT L J BENZING J A II
DN1999-072	USA	6386237	14MY2002	Engineered Products	DEP	IEP	GTR	ABRASIVE MATERIAL TRANSPORT HOSE WITH WEAR DETECTING SENSORS	CHEVALIER R M COOK A G HUTCHINS T G
DN1999-100	USA	6261657	17JL2001	Engineered Products	DEP	IEP	GTR	HOSE CONSTRUCTION CONTAINING FLOUROPLASTIC TERPOLYMERS	AINSWORTH C L HENRY B
DN1999-177	USA	6234460	22MY2001	Engineered Products	DEP	IEP	GTR	PUSH-ON AIR SPRING BUMPER	ARNOLD J E
DN2000-085	USA	6464916	15OC2002	Engineered Products	DEP	IEP	GTR	METHOD OF MANUFACTURING CURVED HOSE	TYSON G A
DN2000-131	USA	6352149	05MR2002	Engineered Products	DEP	IEP	GTR	CONVEYOR BELT WITH MICROCOIL SPRINGWIRE SENSOR	GARTLAND J J
DN2002-017	USA	6530609	11MR2003	Engineered Products	DEP	IEP	GTR	HOSE AND CLAMP ASSEMBLY	CHATTERTON A M
1989-334	USA	5082901	21JAJ1992	Tire Compounding	DTC	ITC	GTR	TIRE WITH TREAD	LINSTER T D
1994-210	USA	6044882	04AP2000	Tire Compounding	DTC	ITC	GTR	TIRE HAVING SILICA REINFORCED RUBBER TREAD WITH OUTER CAP CONTAINING CARBON BLACK	CRAWFORD M J VERA D G DOTTS D B
1995-089	USA	5886086	23MR1999	Tire Compounding	DTC	ITC	GTR	TIRE HAVING SILICA REINFORCED TREAD	HUBBELL J K CRAWFORD M J

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Int'l Owner	Title	Inv Name
1995-259	USA	6070630	06JZ2000	Tire Compounding	DTC	ITC GTR	TIRE HAVING SILICA REINFORCED RUBBER TREAD WITH CARBON BLACK REINFORCED RUBBER ENVELOPE	POMPEI M M THISE G A L BERGH J N CLEMENT G
DN1996-037	USA	5672639	30SE1997	Tire Compounding	DTC	ITC GTR	STARCH COMPOSITE REINFORCED RUBBER COMPOSITION AND TIRE WITH AT LEAST ONE COMPONENT THEREOF	CORVASCE F G LINSTER T D THIELEN G
DN1996-121	USA	6090880	18JL2000	Tire Compounding	DTC	ITC GTR	RUBBER COMPOSITION AND TIRE HAVING TREAD THEREOF PROVISIONAL FILED 13SE1996	ZIMMER R J VISEL F FRANK U E MATERNE T F E DAUVISTER P M J
DN1996-173	USA	6036800	14MR2000	Tire Compounding	DTC	ITC GTR	METHOD OF PREPARING TIRE WITH TREAD OF CAP/BASE CONSTRUCTION	CORVASCE F G LUCAS D LAMBOTTE J P
DN1996-201	USA	5704999	06JA1998	Tire Compounding	DTC	ITC GTR	RUBBER WEAR INDICATOR FOR MILITARY AIRCRAFT TIRES	LUKICH L T ROENNAU R B SANDSTROM P H
DN1998-177	USA	6306949	23OC2001	Tire Compounding	DTC	ITC GTR	PREPARATION OF REINFORCED RUBBER AND USE IN TIRES	MATERNE T F E AGOSTINI G THISE G A L
DN1998-177	USA	6384127	07MY2002	Tire Compounding	DTC	ITC GTR	PREPARATION OF REINFORCED RUBBER AND USE IN TIRES	MATERNE T F E AGOSTINI G THISE G A L
DN1998-178	USA	6273163	14AU2001	Tire Compounding	DTC	ITC GTR	TIRE WITH TREAD OF RUBBER COMPOSITION PREPARED WITH REINFORCING FILLERS WHICH INCLUDE STARCH/PLASTICIZER COMPOSITE	MATERNE T F E MATERNE T F E CORVASCE F G
DN1998-178	USA	6458871	01OC2002	Tire Compounding	DTC	ITC GTR	PREPARATION OF STARCH REINFORCED RUBBER AND USE THEREOF IN TIRES	MATERNE T F E CORVASCE F G
DN2000-036	USA	6465560	15OC2002	Tire Compounding	DTC	ITC GTR	TIRE WITH TREAD OF SPATIALLY DEFINED ELASTOMER COMPOSITION	ZANZIG D J FUHALA A S



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1985-144	USA	D307881	15MY1990	Tire Designs	DTD	ITD GTR	WRANGLER ST - DESIGN FOR A TIRE	BAUS A E J GALANTE R L HARDEN R W JR MILLER F W WAIBEL T J WINDHAM T D
1985-160	USA	D306989	03AP1990	Tire Designs	DTD	ITD GTR	NCT 'S' 4 RIB - DESIGN FOR A TIRE	DEMARET P HITEKY L J JONETTE B
1987-101	USA	D316991	21MY1991	Tire Designs	DTD	ITD GTR	EAGLE GS D - TREAD FOR A PNEUMATIC TIRE	GRAAS M
1987-138	USA	D347814	14JE1994	Tire Designs	DTD	ITD GTR	GT4D - DESIGN FOR A TIRE TREAD	BRAYER R R
1987-372	USA	D325013	31MR1992	Tire Designs	DTD	ITD GTR	INVICTA GS - TIRE TREAD AND BUTTRESS	VAUGHN-LINDNER D K LOVELL L M
1987-455	USA	D308502	12JE1990	Tire Designs	DTD	ITD GTR	G132 - DESIGN FOR A TIRE	LOEFFLER R L LOSER R P
1987-461	USA	D308503	12JE1990	Tire Designs	DTD	ITD GTR	WRANGLER MT - DESIGN FOR A TIRE	GALANTE R L GOMERGEN R HITEKY L J KOLOWSKI M A MILLER F W HOPKINS W M WAIBEL T J
1988-006	USA	D308190	29MX1990	Tire Designs	DTD	ITD GTR	INVICTA GL - DESIGN FOR A TIRE	FETTY H D VAUGHN D K
1988-056	USA	D311887	06NO1990	Tire Designs	DTD	ITD GTR	G358 - DESIGN FOR A TIRE	ADAM G
1988-138	USA	D315124	05MR1991	Tire Designs	DTD	ITD GTR	WORKHORSE - DESIGN FOR A TIRE	BAUS A E J
1988-139	USA	D315126	05MR1991	Tire Designs	DTD	ITD GTR	WORKHORSE MS - DESIGN FOR A TIRE	BAUS A E J
1988-213	USA	D314363	05FE1991	Tire Designs	DTD	ITD GTR	G358 RETREAD - TIRE TREAD	ADAM G

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
1988-316	USA	D316842	14MY1991	Tire Designs	DTD	ITD GTR	DUCARO - DESIGN FOR A TIRE	GRAAS M
1988-471	USA	D315130	05MR1991	Tire Designs	DTD	ITD GTR	LOW VAL G250 - DESIGN FOR A TIRE	PATEL A U PREMONT M
1988-491	USA	D315128	05MR1991	Tire Designs	DTD	ITD GTR	EAGLE GS-A - DESIGN FOR A TIRE	GRAAS M COLLETTE J
1988-508	USA	D313775	15JAI1991	Tire Designs	DTD	ITD GTR	WRANGLER HT - DESIGN FOR A TIRE	HOPKINS W M BRIGHTWELL R A MILLER F W GALANTE R L WAIBEL T J KOLOWSKI M A
1988-526	USA	D313776	15JAI1991	Tire Designs	DTD	ITD GTR	WRANGLER HT - DESIGN FOR A TIRE	HOPKINS W M BRIGHTWELL R A MILLER F W GALANTE R L WAIBEL T J KOLOWSKI M A
1989-116	USA	D320966	22OC1991	Tire Designs	DTD	ITD GTR	WRANGLER RT/S - TIRE TREAD AND BUTTRESS	LAWRENCE J K MILLER F W HOPKINS W M
1989-252	USA	D338179	10AU1993	Tire Designs	DTD	ITD GTR	WRANGLER AP - TIRE TREAD	MILLER F W LAWRENCE J K PAN E D
1989-372	USA	D342224	14DE1993	Tire Designs	DTD	ITD GTR	EAGLE GSC - TREAD FOR A PNEUMATIC TIRE	BRAYER R R CROYLE W L GRAAS M
1989-372	USA	D334909	20AP1993	Tire Designs	DTD	ITD GTR	EAGLE GSC - TREAD FOR A PNEUMATIC TIRE	BRAYER R R CROYLE W L GRAAS M
1989-394	USA	D328577	11AU1992	Tire Designs	DTD	ITD GTR	G21 - TREAD FOR A PNEUMATIC TIRE	GOERGEN R HEINEN R LARDO C
1989-413	USA	D328883	25AU1992	Tire Designs	DTD	ITD GTR	DUNLOP SP407 - TREAD FOR A PNEUMATIC TIRE	SCHEUREN D

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
1989-463	USA United States	D328267	28JUL1992	Tire Designs	DTD	ITD GTR	DIADEM 3 - TREAD FOR A PNEUMATIC TIRE	CONSTANT M
1989-464	USA United States	D328268	28JUL1992	Tire Designs	DTD	ITD GTR	DIADEM 2 - TREAD FOR A PNEUMATIC TIRE	CONSTANT M
1989-472	USA United States	D337976	03AUL1993	Tire Designs	DTD	ITD GTR	FULDA MULTISTAR - TIRE TREAD	ADAM G V FEIDER G G
1989-521	USA United States	D326075	12MY1992	Tire Designs	DTD	ITD GTR	WRANGLER GSA - TIRE TREAD AND BUTTRESS	COVERT D E MAXWELL P B MILLER F W GALANTE R L KOLOWSKI M A HOPKINS W M SCARPIITI A J HOANG A N
1989-521	USA United States	D325012	31MR1992	Tire Designs	DTD	ITD GTR	WRANGLER GSA - TIRE TREAD AND BUTTRESS	MAXWELL P B COVERT D E HOPKINS W M KOLOWSKI M A MILLER F W SCARPIITI A J GALANTE R L
1989-615	USA United States	D338180	10AUL1993	Tire Designs	DTD	ITD GTR	EAGLE GT+4 - TIRE TREAD	CONSOLACION R E BRAVER R R CLARK J K STELLA R A
1989-616	USA United States	D346142	19AP1994	Tire Designs	DTD	ITD GTR	EAGLE GT+4; EAGLE RSA - DESIGN FOR A TIRE TREAD	CONSOLACION R E BRAVER R R
1989-633	USA United States	D323800	11FE1992	Tire Designs	DTD	ITD GTR	ALL AMERICAN DECATHLON - TREAD FOR A PNEUMATIC TIRE	SCHAD H H CRUMP R L
1989-647	USA United States	D328445	04AUL1992	Tire Designs	DTD	ITD GTR	UG670 - PNEUMATIC TIRE TREAD AND BUTTRESS	GRAAS M
1989-649	USA United States	D328444	04AUL1992	Tire Designs	DTD	ITD GTR	UG660 - PNEUMATIC TIRE TREAD AND BUTTRESS	GRAAS M

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
1990-040	USA	D328729	18AUL1992	Tire Designs	DTD	ITD GTR	PNEUMATIC TIRE TREAD AND BUTRESS	MAXWELL P B CONSOLACION R E EGAN W E JOHNS M F
1990-056	USA	D325014	31MR1992	Tire Designs	DTD	ITD GTR	WRANGLER GSA - TIRE TREAD AND BUTRESS	GALANTE R L TRADES K C SCARPITTI A J MILLER F W KOLOWSKI M A
1990-141	USA	D338437	17AUL1993	Tire Designs	DTD	ITD GTR	G22 - TIRE TREAD	MAXWELL P B HAMMOND P S EGAN W E COVERT D E
1990-192	USA	D328583	11AUL1992	Tire Designs	DTD	ITD GTR	UG4+ ULTRA GRIP 4+ - TREAD FOR A PNEUMATIC TIRE	GRAAS M TUYL J H V
1990-196	USA	D329626	22SE1992	Tire Designs	DTD	ITD GTR	WRANGLER AT - TREAD FOR A PNEUMATIC TIRE	GOERGEN R KUMMER P
1990-199	USA	D328269	28JUL1992	Tire Designs	DTD	ITD GTR	VECTOR 2 - PNEUMATIC TIRE TREAD AND BUTRESS	GRAAS M CONSTANT M
1990-202	USA	D334360	30MR1993	Tire Designs	DTD	ITD GTR	EAGLE GS-N - TREAD FOR A PNEUMATIC TIRE	GRAAS M DEWIT E
1990-246	USA	D334361	30MR1993	Tire Designs	DTD	ITD GTR	G267 - TREAD FOR A PNEUMATIC TIRE	CROSSANT B
1990-316	USA	D349080	26JUL1994	Tire Designs	DTD	ITD GTR	G362 - TREAD FOR A PNEUMATIC TIRE	LOSER R P
1990-322	USA	D335269	04MR1993	Tire Designs	DTD	ITD GTR	UNISTEEL 129 - TREAD FOR A PNEUMATIC TIRE	PREMONT M ADAM G
1990-368	USA	D331554	08DE1992	Tire Designs	DTD	ITD GTR	WINGFOOT HP CONCORDE CALIBRE HP [K-S] - TREAD FOR A PNEUMATIC TIRE	DIXON M H
1990-444	USA	D344054	08FE1994	Tire Designs	DTD	ITD GTR	AQUATRED - TREAD FOR A PNEUMATIC TIRE	ATTINELLO J S GLOVER W E LANDERS S P MAXWELL P B

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1990-445	USA	D329627	22SEP1992	Tire Designs	DTD	ITD	GTR	AQUATRED - TREAD FOR A PNEUMATIC TIRE	ATTINELLO J S GLOVER W E LANDERS S P MAXWELL P B
1990-536	USA	D362223	12SEP1995	Tire Designs	DTD	ITD	GTR	AQUATRED SIDEWALL - TIRE SIDEWALL	ATTINELLO J S GLOVER W E LANDERS S P REID K A
1990-536	USA	D378811	15APR1997	Tire Designs	DTD	ITD	GTR	AQUATRED SIDEWALL - TIRE SIDEWALL	ATTINELLO J S GLOVER W E LANDERS S P REID K A
1990-536	USA	D369769	14MX1996	Tire Designs	DTD	ITD	GTR	AQUATRED SIDEWALL - SURFACE PATTERN APPLIED TO A TIRE SIDEWALL	ATTINELLO J S GLOVER W E LANDERS S P REID K A
1991-041	USA	D340891	02NO1993	Tire Designs	DTD	ITD	GTR	ECOTRAC [FULDA] - TIRE TREAD	PATEL A U
1991-042	USA	D336065	01JUL1993	Tire Designs	DTD	ITD	GTR	G186 ALT - TIRE TREAD	PATEL A U
1991-043	USA	D336453	15JUL1993	Tire Designs	DTD	ITD	GTR	G386 - TIRE TREAD	PATEL A U
1991-063	USA	D334364	30MR1993	Tire Designs	DTD	ITD	GTR	Y3000 - TIRE TREAD	MAITRE B GRAAS M
1991-115	USA	D335842	25MX1993	Tire Designs	DTD	ITD	GTR	G-171 - TIRE TREAD	BAUS A E J SCHUSTER D E
1991-248	USA	D340892	02NO1993	Tire Designs	DTD	ITD	GTR	G314 - DESIGN FOR A TIRE TREAD	IOEFFLER R L
1991-302	USA	D340683	26OCT1993	Tire Designs	DTD	ITD	GTR	STINNES POWER VAN S3000 - TIRE TREAD	HITZKY L J SCHEUREN D
1991-323	USA	D342705	28DE1993	Tire Designs	DTD	ITD	GTR	GT80 - TIRE TREAD	GRAAS M

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1991-342	USA	D340436	190C1993	Tire Designs	DTD	ITD GTR	G177 UNISTEEL - DESIGN FOR A TIRE TREAD	BAUS A E J
1991-456	USA	D344056	08FE1994	Tire Designs	DTD	ITD GTR	STEELMARK K - TIRE TREAD	GRAAS M TUYL H V
1991-458	USA	D351368	110C1994	Tire Designs	DTD	ITD GTR	FULDA KRISTALL 3000 - TIRE TREAD	GRAAS M TUYL H V
1991-511	USA	D347811	14JE1994	Tire Designs	DTD	ITD GTR	[CARGO] 624 - TIRE TREAD	LABBE C LARDO C
1991-520	USA	D345131	15MR1994	Tire Designs	DTD	ITD GTR	CT266 [HI-MILER] - TIRE TREAD	BAUS A E J ELS R
1992-027	USA	D344478	22FE1994	Tire Designs	DTD	ITD GTR	GT+4A - TIRE TREAD	CONSOLACION R E BRAVER R R
1992-028	USA	D346774	10MY1994	Tire Designs	DTD	ITD GTR	GT+4(D) - TIRE TREAD	BRAVER R R CONSOLACION R E
1992-090	USA	D344477	22FE1994	Tire Designs	DTD	ITD GTR	G-26 - TIRE TREAD	LARDO C
1992-121	USA	D346993	17MY1994	Tire Designs	DTD	ITD GTR	TI 3 IRRIGATION - DESIGN FOR A TIRE	BONKO M L LOPP L C JR
1992-155	USA	D350716	20SE1994	Tire Designs	DTD	ITD GTR	EAGLE F-1 - TIRE TREAD	BELL P W GAMMON N A SCHMALIX C K WEBER M J
1992-161	USA	D350098	30AU1994	Tire Designs	DTD	ITD GTR	REGATTA - TIRE TREAD	ATTINELLO J S GLOVER W E
1992-203	USA	D350096	30AU1994	Tire Designs	DTD	ITD GTR	WRANGLER AP - TIRE TREAD	BRIGHTWELL R A GALANTE R L LAWRENCE J K WAIBEL T J
1992-209	USA	D348241	28JE1994	Tire Designs	DTD	ITD GTR	GT2 - TIRE TREAD	GRAAS M HEINEN R KLEPPER A A Z S

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
1992-220	USA	D352489	15NO1994	Tire Designs	DTD	GTR	EAGLE NCT-3 - TIRE TREAD	BRENY M GRAAS M POWELL J
1992-257	USA	D344049	08FEB1994	Tire Designs	DTD	GTR	WORKHORSE EXTRA GRIP - TIRE TREAD	BROWN S C TRAFERS K C MILLER F W GILLIAM D W SCARPITTI A J HOANG A N KOLOWSKI M A MONTAG S D
1992-261	USA	D344918	08MAY1994	Tire Designs	DTD	GTR	EAGLE AQUATREAD - AQUATREAD CONCEPT RD712	GRAAS M
1992-287	USA	D360858	01AUG1995	Tire Designs	DTD	GTR	EAGLE LS - TIRE TREAD	BRAYER R R ROBINSON B A WEIMER A F
1992-296	USA	D365051	12DEC1995	Tire Designs	DTD	GTR	EAGLE GA - TIRE TREAD	BRAYER R R GRAAS M ROBINSON B A WEIMER A F
1992-317	USA	D352018	01NOV1994	Tire Designs	DTD	GTR	CLASSIC 75 - TIRE TREAD	ROBERT M P C VEREFCKEN H J A
1992-391	USA	D344052	08FEB1994	Tire Designs	DTD	GTR	GOODYEAR WEATHERHANDLER - TIRE TREAD	ATTINELLO J S FREYGANG D G ANDERSON N D LANDERS S P
1992-393	USA	D350094	30AUG1994	Tire Designs	DTD	GTR	VENTURA - TIRE TREAD	ANDERSON N D ATTINELLO J S FREYGANG D G LANDERS S P REID K A
1992-403	USA	D350715	20SEP1994	Tire Designs	DTD	GTR	G32 - TIRE TREAD	LABBE C LARO C
1992-423	USA	D345722	05APR1994	Tire Designs	DTD	GTR	CARGO VECTOR - TIRE TREAD	HITEKY L J LARO C

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1992-440	USA	D370439	04JUL1996	Tire Designs	DTD	ITD	GTR	DUNLOP SP360 - TIRE TREAD	FEIDER G G GILLARD J M MULLER E P M SCHEUREN D
1992-444	USA	D355152	07FEB1995	Tire Designs	DTD	ITD	GTR	WRANGLER RT/S - TIRE TREAD AND BUTRESS	BRIGHTWELL R A GALANTE R L LEGGE K C WAIBEL T J
1992-474	USA	D350092	30AUG1994	Tire Designs	DTD	ITD	GTR	EAGLE GT II - TIRE TREAD	BRAYER R R CONSOLACION R E GRAAS M ROBINSON B A
1993-003	USA	D350719	20SEP1994	Tire Designs	DTD	ITD	GTR	RADIAL SPORT - TIRE TREAD	GRAAS M MAITRE B
1993-020	USA	D359715	27JUL1995	Tire Designs	DTD	ITD	GTR	INTREPID - TIRE TREAD	ANDERSON N D ATTINELLO J S LANDERS S P MONTAG S D STROBLE J C KOTANIDES J JR
1993-080	USA	D367447	28FEB1996	Tire Designs	DTD	ITD	GTR	G357 - TIRE TREAD	HAMMOND P S LOEFFLER R L YOUNG D L
1993-148	USA	D367455	27FEB1996	Tire Designs	DTD	ITD	GTR	G286 - TIRE TREAD	HERBERGER J R SCHUSTER D E
1993-165	USA	D360859	01AUG1995	Tire Designs	DTD	ITD	GTR	SPECTRA - TIRE TREAD	ATTINELLO J S GLOVER W E REID K A
1993-187	USA	D355151	07FEB1995	Tire Designs	DTD	ITD	GTR	G314 RETREAD - TIRE TREAD	HAGMAIER R A
1993-251	USA	D365062	12DEC1995	Tire Designs	DTD	ITD	GTR	EAGLE NCT - TIRE TREAD	POWELL K J
1993-312	USA	D367450	27FEB1996	Tire Designs	DTD	ITD	GTR	TRACKER - TIRE TREAD	KOLOWSKI M A MILLER F W SCHAD H H

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1993-320	USA	D365791	01JAN1996	Tire Designs	DTD	ITD	GTR	WRANGLER AQUATRED - TIRE TREAD	BROWN S C GILLIAM D W HOANG A N KOLOWSKI M A MILLER F W SCARPITTI A J TRARES K C
1993-401	USA	D365065	12DEC1995	Tire Designs	DTD	ITD	GTR	WRANGLER AP - TIRE TREAD AND BUTRESS	GALANTE R L WINDHAM T D WAIBEL T J
1993-408	USA	D364368	21NOV1995	Tire Designs	DTD	ITD	GTR	SAFARI OTR - TIRE TREAD	VAN DER MEER A IARDO C
1993-435	USA	D361966	05SEP1995	Tire Designs	DTD	ITD	GTR	STEELMARK 400 - TIRE TREAD	GRAAS M MUNSTER J C M TUYL J H V
1993-436	USA	D360864	01AUG1995	Tire Designs	DTD	ITD	GTR	UG300 ULTRA GRIP 300 - TIRE TREAD	MUNSTER J C M TUYL J H V
1993-438	USA	D362420	19SEP1995	Tire Designs	DTD	ITD	GTR	ULTRA GRIP 400 UG400 - TIRE TREAD	HEINEN R MUNSTER J C M TUYL J H V
1993-447	USA	D366858	06FEB1996	Tire Designs	DTD	ITD	GTR	CONQUEST - TIRE TREAD	ATTINELLO J S GRAAS M SUNDKVIST K E
1993-447	USA	D373338	03SEP1996	Tire Designs	DTD	ITD	GTR	CONQUEST - TIRE TREAD	ATTINELLO J S GRAAS M SUNDKVIST K E
1993-447	USA	D373556	10SEP1996	Tire Designs	DTD	ITD	GTR	CONQUEST - TIRE TREAD	ATTINELLO J S GRAAS M SUNDKVIST K E
1994-009	USA	D367454	27FEB1996	Tire Designs	DTD	ITD	GTR	WRANGLER HP - TIRE TREAD	MEER A V IARDO C
1994-037	USA	D364367	21NOV1995	Tire Designs	DTD	ITD	GTR	GT2 - TIRE TREAD	KLEPPER A A Z S MAITRE B P

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1994-084	USA	D370648	11JJE1996	Tire Designs	DTD	ITD GTR	TRACKER ST - TREAD FOR A TIRE	ROONEY T M
1994-178	USA	D388035	23DE1997	Tire Designs	DTD	ITD GTR	CLUB - TIRE TREAD	HEINEN R HARPE P KLEPPER A A Z S CROISSANT B
1994-212	USA	D370197	28MY1996	Tire Designs	DTD	ITD GTR	EAGLE DIPLOMAT FOR GOODYEAR AND AS POWER 3000GT FOR CBI STINNES TIRE TREAD DESIGN	GRAAS M TUYL M V
1994-224	USA	D365794	02JA1996	Tire Designs	DTD	ITD GTR	EAGLE F1 - TIRE TREAD	WEBER M J SCHMALLIX C K BELL P W GAMMON N A MCLEFRESH J J
1994-257	USA	D387714	16DE1997	Tire Designs	DTD	ITD GTR	EAGLE VECTOR -TIRE TREAD	HEINEN R
1994-257	USA	D384309	30SE1997	Tire Designs	DTD	ITD GTR	VECTOR 3 -TIRE TREAD	HEINEN R
1994-286	USA	D378505	18MR1997	Tire Designs	DTD	ITD GTR	POWER 3000 -TIRE TREAD DESIGN	GRAAS M
1994-287	USA	D379444	27MY1997	Tire Designs	DTD	ITD GTR	ULTRA GRIP 5 UG5 - TIRE TREAD	GRAAS M MUNSTER J C M
1994-288	USA	D379449	27MY1997	Tire Designs	DTD	ITD GTR	KRISTALL ROTEGO - TIRE TREAD DESIGN	GRAAS M MUNSTER J C M
1994-289	USA	D379787	10JE1997	Tire Designs	DTD	ITD GTR	EAGLE ULTRA GRIP AND EAGLE ULTRA GRIP GW2 -TIRE TREAD	MAXWELL P B GRAAS M MUNSTER J C M
1994-291	USA	D379788	10JE1997	Tire Designs	DTD	ITD GTR	CONCORD AND/OR POWER 3000 - TIRE TREAD	GRAAS M
1994-358	USA	D379340	20MY1997	Tire Designs	DTD	ITD GTR	EAGLE RH - TIRE TREAD	CONSOLACION R E GRABO K E
1994-359	USA	D382521	19AU1997	Tire Designs	DTD	ITD GTR	EAGLE GPS - TIRE TREAD	CONSOLACION R E GRABO K E

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Docket Number	City	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1994-360	USA United States	D415982	02NO1999	Tire Designs	DTD	ITD	GTR	EAGLE T/R - TIRE TREAD	CONSOLACION R E GRABO K E REID K A
1994-363	USA United States	D379447	27MY1997	Tire Designs	DTD	ITD	GTR	TRAMP 4X4 YUKON - TIRE TREAD	LABBE C IARDO C
1995-002	USA United States	D379785	10JTE1997	Tire Designs	DTD	ITD	GTR	WRANGLER RT/2 - TIRE TREAD AND BUTTRESS	GALANTE R L LEGGE K C WAIBEL T J
1995-016	USA United States	D409535	11MY1999	Tire Designs	DTD	ITD	GTR	SEARS AQUAHANDLER -TIRE TREAD	ATTINELLO J S
1995-016	USA United States	D412872	17AU1999	Tire Designs	DTD	ITD	GTR	SEARS AQUAHANDLER -TIRE TREAD DESIGN	ATTINELLO J S
1995-036	USA United States	D379789	10JTE1997	Tire Designs	DTD	ITD	GTR	G302 - TIRE TREAD	SCHUSTER D E HERMANN R J NELSON R B LOEFFLER R L
1995-125	USA United States	D380717	08JUL1997	Tire Designs	DTD	ITD	GTR	WRANGLER AQUATRED SUCCESSOR - TIRE TREAD	ROHWEDER E E MILLER F W KOLWOSKI M A BROWN S C
1995-155	USA United States	D382520	19AU1997	Tire Designs	DTD	ITD	GTR	DIADEM DIRIGO - TIRE TREAD	HARPE S P HEINEN R KLEPPER A A Z S
1995-186	USA United States	D383422	09SE1997	Tire Designs	DTD	ITD	GTR	CONQUEST GA - TIRE TREAD	KUNOS A A EVENGER J R SUNDKVIST K E DOUDS D E
1995-306	USA United States	D384920	14OC1997	Tire Designs	DTD	ITD	GTR	G443 - TIRE TREAD DESIGN	DEBARSY O
1995-322	USA United States	D379786	10JTE1997	Tire Designs	DTD	ITD	ITD	WRANGLER APT - TIRE TREAD	BROWN S C ROHWEDER E E KOLWOSKI M A MILLER F W

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1996-001	USA United States	D380427	01JUL1997	Tire Designs	DTD ITD	GTR	INTEGRITY - TIRE TREAD	HUBBELL D R JR
DN1996-001	USA United States	D386730	25NOV1997	Tire Designs	DTD ITD	GTR	INTEGRITY - TIRE TREAD	HUBBELL D R JR
DN1996-007	USA United States	D388037	23DEC1997	Tire Designs	DTD ITD	GTR	WRANGLER AT/S - TIRE TREAD	ROWEDER E E MILLER F W KOLOWSKI M A BROWN S C MAXWELL P B
DN1996-016	USA United States	D386132	11NOV1997	Tire Designs	DTD ITD		POS-A-TRACTION [REMINGTON] - TIRE TREAD	VILLAMIZAR W U BRENY M A M O VERECKEN H J A GRAAS M
DN1996-017	USA United States	D388373	30DEC1997	Tire Designs	DTD ITD	GTR	KWIK-FIT CENTAUR SUPREME 2000; OLYMPIC JAVELIN; CLASSIC 70; DUNLOP STEELTRAK II - TIRE TREAD	BRENY M A M O VILLAMIZAR W U
DN1996-017	USA United States	D393434	14APR1998	Tire Designs	DTD ITD		KWIK-FIT CENTAUR SUPREME 2000; OLYMPIC JAVELIN; CLASSIC 70; DUNLOP STEELTRAK II - TIRE TREAD	BRENY M A M O VILLAMIZAR W U
DN1996-020	USA United States	D394031	05MAY1998	Tire Designs	DTD ITD	GTR	WRANGLER AT/S WRANGLER SRT - TIRE TREAD (THIS CASE IS A CIP OF DN1996-020)	GALANTE R L WINDHAM T D NOWACKI C A LAWRENCE J K
DN1996-020	USA United States	D389788	27JUL1998	Tire Designs	DTD ITD	GTR	WRANGLER AT/S WRANGLER SRT - TIRE TREAD	GALANTE R L WINDHAM T D NOWACKI C A LAWRENCE J K
DN1996-048	USA United States	D381606	29JUL1997	Tire Designs	DTD ITD	GTR	OLYMPIC MARATHON - TIRE TREAD	GRAAS M BRENY M A M O VILLAMIZAR W U VERECKEN H J A

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN1996-049	USA	D380715	08JUL1997	Tire Designs	DTD	ITD	GTR	G244 MSD - TIRE TREAD	HARRIS R T ROLLINGS R B SCHUSTER D E SCHEUREN D HARDEN R W JR
DN1996-051	USA	D383427	09SEP1997	Tire Designs	DTD	ITD	GTR	ULTRA TORQUE - TRACTOR TIRE	BONKO M L
DN1996-063	USA	D379791	10JUN1997	Tire Designs	DTD	ITD	GTR	WINTERMARK 5 - TIRE TREAD	HEINEN R KLEPPER A A Z S
DN1996-064	USA	D379448	27MAY1997	Tire Designs	DTD	ITD	GTR	KRISTALL GRAVITO - TIRE TREAD	GRAAS M HEINEN R
DN1996-078	USA	D386470	18NOV1997	Tire Designs	DTD	ITD	GTR	MAXIMA BT - TIRE TREAD	SCHEUREN D ROBERT M P C
DN1996-085	USA	D383424	09SEP1997	Tire Designs	DTD	ITD	GTR	EAGLE F-1 GS - TIRE TREAD	CROYLE W L
DN1996-085	USA	D396676	04AUG1998	Tire Designs	DTD	ITD	GTR	EAGLE F-1 GS EMT - EAGLE F-1 STEEL - EAGLE F-1 STEEL EMT - TIRE TREAD	CROYLE W L
DN1996-086	USA	D384621	07OCT1997	Tire Designs	DTD	ITD	GTR	CONQUEST GL - TIRE TREAD	COLEMAN J T JR MAJERUS N STUCKER J G CLARK J K
DN1996-095	USA	D386471	18NOV1997	Tire Designs	DTD	ITD	GTR	INTREPID - TIRE TREAD	ATTINELLO J S
DN1996-098	USA	D384620	07OCT1997	Tire Designs	DTD	ITD	GTR	ECO CONTROL - TIRE TREAD	GILLARD J M FEIDER G G ALIE JC
DN1996-100	USA	D384312	30SEP1997	Tire Designs	DTD	ITD	GTR	EAGLE TOURING ENCT3 - TIRE TREAD	POWELL K J VILLAMIZAR W U
DN1996-115	USA	D388036	23DEC1997	Tire Designs	DTD	ITD	GTR	CARGO G49 - TIRE TREAD	LABBE C LARO C
DN1996-118	USA	D391533	03MAY1998	Tire Designs	DTD	ITD	GTR	CONVEO TOUR - TIRE TREAD	LABBE C LARO C

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1996-118	USA United States	D397646	01SE1998	Tire Designs	DTD ITD		CONVEO TOUR - TIRE TREAD	LABBE C IARDO C
DN1996-120	USA United States	D383718	16SE1997	Tire Designs	DTD ITD	GTR	CARAT EXTREMO - TIRE TREAD	GRAAS M EICHER M J VAN TUYL J H
DN1996-127	USA United States	D388370	30DE1997	Tire Designs	DTD ITD	GTR	G334 LHT - TIRE TREAD	YOUNG A G SCHUSTER D E
DN1996-128	USA United States	D384612	07OC1997	Tire Designs	DTD ITD	GTR	G397 - TIRE TREAD	YOUNG D L SEVART J L
DN1996-138	USA United States	D384308	30SE1997	Tire Designs	DTD ITD	GTR	VECTOR 3 -TIRE TREAD	HEINEN R
DN1996-152	USA United States	D385234	21OC1997	Tire Designs	DTD ITD	GTR	G169 - TIRE TREAD	YOUNG A G
DN1996-155	USA United States	D388369	30DE1997	Tire Designs	DTD ITD	GTR	CONQUEST AT - TIRE TREAD	HARDEN R W JR
DN1996-156	USA United States	D384314	30SE1997	Tire Designs	DTD ITD		EAGLE VECTOR -TIRE TREAD	HEINEN R
DN1996-187	USA United States	D386135	11NO1997	Tire Designs	DTD ITD	GTR	G-159A - TIRE TREAD	MAXWELL P B
DN1996-188	USA United States	D388033	23DE1997	Tire Designs	DTD ITD	GTR	OMNITRAC MSD G201 - TIRE TREAD	SCHUREN D CAZIN-BOURGUIGNON J F ROBERT M P C DE BARSY O
DN1996-212	USA United States	D388375	30DE1997	Tire Designs	DTD ITD		LEE CONQUEST SPIRIT - TIRE TREAD	HARPES P HEINEN R
DN1996-214	USA United States	D387717	16DE1997	Tire Designs	DTD ITD	GTR	ESA SUPERGRIP 5 M AND S - TIRE TREAD	HEINEN R L
DN1996-222	USA United States	D391205	24FE1998	Tire Designs	DTD ITD		WRANGLER AT/D - TIRE TREAD	SCHAD H H ROHWEDER E E BROWN S C MILLER F W KOLOWSKI M A

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN1996-226	USA	D390818	17FE1998	Tire Designs	DTD	ITD		G301 LHD - TIRE TREAD	DE BARSY O SCHEUREN D CAZIN-BOURGUIGNON J F
DN1996-228	USA	D391204	24FE1998	Tire Designs	DTD	ITD		EAGLE SA COMFORT - TIRE TREAD	HARPES P GRAAS M
DN1996-234	USA	D388379	30DE1997	Tire Designs	DTD	ITD		VOYAGER - TIRE TREAD	HARPES P GRAAS M
DN1996-235	USA	D400479	03NO1998	Tire Designs	DTD	ITD		TREAD FOR AN INDUSTRIAL TRACTION TIRE	BAUS A E J
DN1996-239	USA	D388040	23DE1997	Tire Designs	DTD	ITD	GTR	C113 - TIRE TREAD	DE BARSY O
DN1996-241	USA	D388380	30DE1997	Tire Designs	DTD	ITD	GTR	STEELMARK 5 - TIRE TREAD (RG027B)	HARPES P HEINEN R
DN1996-252	USA	D388034	23DE1997	Tire Designs	DTD	ITD	GTR	TIRE TREAD (RMT REGIONAL DRIVE MCT TREAD DESIGN RT379A)	LE P T COLLETTE J
DN1997-001	USA	D388030	23DE1997	Tire Designs	DTD	ITD	GTR	G149 - TIRE TREAD	SCHUSTER D E
DN1997-003	USA	D391209	24FE1998	Tire Designs	DTD	ITD	GTR	GRAND PRIX - TIRE TREAD	VILLAMIZAR W U GRAAS M
DN1997-011	USA	D398890	29SE1998	Tire Designs	DTD	ITD	GTR	ESA TECAR COMFORT - TIRE TREAD	HARPES P HEINEN R
DN1997-012	USA	D388381	30DE1997	Tire Designs	DTD	ITD	GTR	SUPER DUCARO F1 - TIRE TREAD	HEINEN R GRAAS M
DN1997-018	USA	D403633	05JUL1999	Tire Designs	DTD	ITD	GTR	TRACKER - TIRE TREAD	LEGGE K C BERGSTROM K J NOWACKI C A
DN1997-033	USA	D391203	24FE1998	Tire Designs	DTD	ITD		G647 RSA - G107 RKS - TIRE TREAD	GILLARD J M FEIDER G G SPATH S M
DN1997-036	USA	D392922	31MR1998	Tire Designs	DTD	ITD		CONQUEST SPORT - TIRE TREAD	HEINEN R

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Int'l Owner	Title	Inv Name
DN1997-041	USA United States	D400833	10NO1998	Tire Designs	DTD	ITD	WRANGLER SR - TIRE TREAD	LEGGE K C LOPP L C JR LAWRENCE J K BERGSTROM K J MILLER F W
DN1997-044	USA United States	D393435	14AP1998	Tire Designs	DTD	ITD	CONQUEST WINTER - TIRE TREAD	GRAAS M
DN1997-049	USA United States	D392226	17MR1998	Tire Designs	DTD	ITD	CONQUEST GL [911LH5C] - TIRE TREAD	HOWALD J A BUENGER J R SUNDKVIST K E
DN1997-050	USA United States	D392605	24MR1998	Tire Designs	DTD	ITD	ECODRIVE 2 - TIRE TREAD	LE P T ROBERT M P C
DN1997-070	USA United States	D394034	05MY1998	Tire Designs	DTD	ITD	MARATHON LHS / G313 LRS - TIRE TREAD	FEIDER G G GILLARD J-M SPAEH S M
DN1997-071	USA United States	D394029	05MY1998	Tire Designs	DTD	ITD	G311 LHS - TIRE TREAD	GILLARD J-M FEIDER G G
DN1997-073	USA United States	D397651	01SE1998	Tire Designs	DTD	ITD	G359 SHS - TIRE TREAD	SCHUSTER D E
DN1997-079	USA United States	D397652	01SE1998	Tire Designs	DTD	ITD	OMNITRACT MST G203 - TIRE TREAD	LE T P MARQUET M E J
DN1997-080	USA United States	D400140	27OC1998	Tire Designs	DTD	ITD	CBI H - TIRE TREAD	GRAAS M
DN1997-094	USA United States	D399460	13OC1998	Tire Designs	DTD	ITD	4EVER D660 - TIRE TREAD	ALBERT M
DN1997-133	USA United States	D399797	20OC1998	Tire Designs	DTD	ITD	WRANGLER AT/S [JEEP] - TIRE TREAD	BERGSTROM K J WALKER D E BELL P W ROWWEDER E E
DN1997-141	USA United States	D402243	08DE1998	Tire Designs	DTD	ITD	ULTRA GRIP ICE NAVI - TIRE TREAD	HEINEN R
DN1997-147	USA United States	D400137	27OC1998	Tire Designs	DTD	ITD	PRESTO FURIO - TIRE TREAD	HEINEN R DE BRIEY-TERLINDEN P

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DN1997-148	USA	D407678	06AP1999	Tire Designs	DTD	ITD GTR	EAGLE HP ULTRA, HP ULTRA PLUS - TIRE TREAD	DIXON M H RECKLEY S E LACO J H GRABO K E GLOVER W E
DN1997-148	USA	D400832	10NO1998	Tire Designs	DTD	ITD	EAGLE HP - TIRE TREAD	DIXON M H RECKLEY S E LACO J H GRABO K E GLOVER W E
DN1997-151	USA	D400131	27OC1998	Tire Designs	DTD	ITD	FRIGO DIRECTIONAL - TIRE TREAD	GRAAS M
DN1997-163	USA	D402245	08DE1998	Tire Designs	DTD	ITD GTR	IT323 [SKID STEER] - TREAD FOR A TIRE	BONKO M L ROONEY T M
DN1997-196	USA	D402239	08DE1998	Tire Designs	DTD	ITD GTR	G109 RHD - TIRE TREAD	LE P T BAWIN C J-M R
DN1997-197	USA	D402241	08DE1998	Tire Designs	DTD	ITD GTR	EAGLE GA PLUS - TIRE TREAD	VILLAMIZAR W U J
DN1997-204	USA	D405035	02FE1999	Tire Designs	DTD	ITD GTR	PRESTO - TIRE TREAD	GRAAS M
DN1997-205	USA	D402933	22DE1998	Tire Designs	DTD	ITD GTR	4EVER S D640 AND 4EVER T D670 - TIRE TREAD	GILLARD J-M
DN1997-206	USA	D403275	29DE1998	Tire Designs	DTD	ITD GTR	4 EVER B D685 - TIRE TREAD	GILLARD J-M FEIDER G G
DN1997-208	USA	D403997	12JA1999	Tire Designs	DTD	ITD GTR	G105 RHS - TIRE TREAD	ALBERT M
DN1997-212	USA	D402937	22DE1998	Tire Designs	DTD	ITD GTR	G111 RHD - TIRE TREAD	ROBERT M P C
DN1997-214	USA	D402932	22DE1998	Tire Designs	DTD	ITD GTR	METRO MCS G601 - TIRE TREAD	GILLARD J-M COLLETTE J
DN1997-227	USA	D402938	22DE1998	Tire Designs	DTD	ITD GTR	LE MANS A5 - TIRE TREAD	VILLAMIZAR W U

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1998-030	USA United States	D405737	16FEB1999	Tire Designs	DTD	GTR	ECOTRANS - TIRE TREAD	DE BARSY O
DN1998-034	USA United States	D412302	27JUL1999	Tire Designs	DTD	GTR	RL-4T - TIRE TREAD	RAYMAN W E LONNELL L J
DN1998-082	USA United States	D437265	06FEB2001	Tire Designs	DTD	GTR	G338 - TIRE TREAD	HAGMAIER R A WANG S S
DN1998-085	USA United States	D412144	20JUL1999	Tire Designs	DTD	GTR	INTEGRITY - TIRE TREAD	DEMAGALL C A LOVELL T P KUNOS A A
DN1998-086	USA United States	D407679	06APR1999	Tire Designs	DTD	GTR	D121 - TIRE TREAD	WEBER M J LANDERS S P
DN1998-087	USA United States	D410218	25MX1999	Tire Designs	DTD	GTR	WRANGLER F1 - TIRE TREAD	HITZKY I J LABBE C
DN1998-088	USA United States	D410420	01JUL1999	Tire Designs	DTD	GTR	4EVER D-652 - TIRE TREAD	DE BARSY O
DN1998-097	USA United States	D409123	04MX1999	Tire Designs	DTD	GTR	EAGLE VENTURA - TIRE TREAD	HEINEN R POWELL K J HARPE S P HENIN B
DN1998-098	USA United States	D412870	17AUG1999	Tire Designs	DTD	GTR	REGATTA 2 - TIRE TREAD	WEBER M J COVERT D E LANDERS S P
DN1998-100	USA United States	D432960	31OCT2000	Tire Designs	DTD	GTR	ECOCONTROL - TIRE TREAD	FEIDER G G GILLARD J M
DN1998-117	USA United States	D413844	14SEP1999	Tire Designs	DTD	GTR	EAGLE NCT 5 - TIRE TREAD	GRAAS M
DN1998-117	USA United States	D426499	13JUL2000	Tire Designs	DTD	GTR	EAGLE NCT 5 - TIRE TREAD	GRAAS M
DN1998-118	USA United States	D413087	24AUG1999	Tire Designs	DTD	GTR	ALL TERRAIN VEHICLE TREAD DESIGN	ROONEY T M
DN1998-122	USA United States	D413557	07SEP1999	Tire Designs	DTD	GTR	TRACKMAN CG - TRACTION TIRE	BONKO M L

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DN1998-132	USA	D413286	31AU1999	Tire Designs	DTD	ITD GTR	NAVIGATOR GOLD - TIRE TREAD	UMSTOT D E DIXON M H DOM D W PARSONS T L LACO J H RIFFLE R R
DN1998-133	USA	D412473	03AU1999	Tire Designs	DTD	ITD GTR	G107 - TIRE TREAD	LE P T COLLETTE J SPAETH S M
DN1998-136	USA	D414449	28SE1999	Tire Designs	DTD	ITD GTR	G372 LHD - TIRE TREAD	SCRUSTER D E
DN1998-138	USA	D413287	31AU1999	Tire Designs	DTD	ITD GTR	WRANGLER MT/R - TIRE TREAD	BROWN S C KOLOWSKI M A RATLIFF B J JR
DN1998-196	USA	D415721	26OC1999	Tire Designs	DTD	ITD GTR	G670RV - TIRE TREAD	ZURITA L E
DN1998-197	USA	D416216	09NO1999	Tire Designs	DTD	ITD GTR	G670RV - TIRE TREAD	ZURITA L E
DN1998-199	USA	D415451	19OC1999	Tire Designs	DTD	ITD GTR	ALLEGRA - TIRE TREAD	WEBER M J MILLER C D LANDERS S P STROBLE J C
DN1999-004	USA	D437266	06FE2001	Tire Designs	DTD	ITD GTR	G133 - TIRE TREAD (THIS APELN IS A CONTINUATION-IN-PART OF DN1997-216-P-01)	POLING D C LE P T YOUNG A G
DN1999-006	USA	D420953	22FE2000	Tire Designs	DTD	ITD GTR	G647RSS - TIRE TREAD	POLING D C
DN1999-007	USA	D420952	22FE2000	Tire Designs	DTD	ITD GTR	SPT'S AUSTRALIAN ALL ROUNDER - TIRE TREAD	VILLAMIZAR W U HEINEN R
DN1999-009	USA	D417421	07DE1999	Tire Designs	DTD	ITD GTR	VARIODRIVE - TIRE TREAD	CAZIN-BOURGIGNON J F DE CONINCK P J G ROBERT M P C

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1999-014	USA United States	D423422	25AP2000	Tire Designs	DTD	ITD GTR	EAGLE F1 SUPERCAR - TIRE TREAD	SELOOVER M H MARAZZI E J DEMAGALL C A WEBER M J
DN1999-032	USA United States	D418459	04JA2000	Tire Designs	DTD	ITD GTR	WRANGLER D-SPORT - TIRE TREAD	GRAAS M HITEKY L J SIMON A LABBE C
DN1999-037	USA United States	D418785	11JA2000	Tire Designs	DTD	ITD GTR	EAGLE RSA - TIRE TREAD	LOVELL T P KUNOS A A WEBER M J MARAZZI E J
DN1999-037	USA United States	D439870	03AP2001	Tire Designs	DTD	ITD GTR	EAGLE RSA - TIRE TREAD	LOVELL T P KUNOS A A WEBER M J MARAZZI E J
DN1999-081	USA United States	D425457	23MY2000	Tire Designs	DTD	ITD GTR	KELASTEER - TIRE TREAD	GILLARD J M FEIDER G G
DN1999-082	USA United States	D427952	11JUL2000	Tire Designs	DTD	ITD GTR	REMINGTON/CENTENNIAL -TIRE TREAD	LOEFFLER R L WOLSKI T T MIYAZAKI T
DN1999-082	USA United States	D433356	07NO2000	Tire Designs	DTD	ITD GTR	REMINGTON/CENTENNIAL -TIRE TREAD	LOEFFLER R L WOLSKI T T MIYAZAKI T
DN1999-090	USA United States	D426501	13JE2000	Tire Designs	DTD	ITD GTR	GT3 - TIRE TREAD	HEINEN R POWELL K J HARDES P HENIN B M
DN1999-130	USA United States	D428368	18JUL2000	Tire Designs	DTD	ITD GTR	WINGFOOT APR - TIRE TREAD	HARRIS R T BLACKISTON P K III WILLIAMS J M LACO J H
DN1999-145	USA United States	D429189	08AU2000	Tire Designs	DTD	ITD GTR	SAVA EFFECTA - TIRE TREAD	BOZNAR S HEINEN R CAMERON A F G J M DE BRIEY-TERLINDEN P

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DN1999-147	USA	D425831	30MY2000	Tire Designs	DTD	ITD	GTR	FULDA DIADEM LINERO - TIRE TREAD	HEINEN R
DN1999-149	USA	D434706	05DE2000	Tire Designs	DTD	ITD	GTR	AQUATRED 3 - TIRE TREAD	RATLIFF B J JR MILLER C D CLARK J K LANDERS S P
DN1999-149	USA	D430829	12SE2000	Tire Designs	DTD	ITD	GTR	AQUATRED 3 - TIRE TREAD	RATLIFF B J JR MILLER C D CLARK J K LANDERS S P
DN1999-152	USA	D429479	15AU2000	Tire Designs	DTD	ITD	GTR	WRANGLER AT/S - TIRE TREAD	FIERRO A J ROHWEDER E E SYKORA J C MILLER F W
DN1999-182	USA	D430080	29AU2000	Tire Designs	DTD	ITD	GTR	CARGO ULTRA GRIP G124 - TIRE TREAD	GRAAS M HITZKY L J 400
DN1999-222	USA	D428586	25JU2000	Tire Designs	DTD	ITD	GTR	ALL TERRAIN VEHICLE TREAD	ROONEY T M
DN1999-224	USA	D433355	07NO2000	Tire Designs	DTD	ITD	GTR	INTEGRITY - TIRE TREAD	MARKOFF M S NOWACKI M C RACKE J M MARAZZI E J
DN1999-257	USA	D431800	10OC2000	Tire Designs	DTD	ITD	GTR	ULTRA GRIP 6 - TIRE TREAD	HEINEN R HILBERT G N
DN1999-259	USA	D429667	22AU2000	Tire Designs	DTD	ITD	GTR	O. E. INTEGRITY - TIRE TREAD	FIERRO A J HINDI R M GARBER G B
DN1999-265	USA	D441327	01MY2001	Tire Designs	DTD	ITD	GTR	FULDA CARAT ANTIRO - TIRE TREAD	GRAAS M
DN2000-004	USA	D449022	09OC2001	Tire Designs	DTD	ITD	GTR	ULTRA GRIP WTS - TIRE TREAD	CAZIN-BOURGUIGNON J F RODICQ C KRIER R W
DN2000-006	USA	D448707	02OC2001	Tire Designs	DTD	ITD	GTR	MARATHON LHT - TIRE TREAD	MAZIARKA M B ALLIE J

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DN2000-060	USA United States	D447097	28AU2001	Tire Designs	DTD ITD	GTR	EAGLE NCT 5 - TIRE TREAD	GRAAS M DAHLBERG J P DELU J M G
DN2000-061	USA United States	D450032	06NO2001	Tire Designs	DTD ITD	GTR	SAVA INTENSA - TIRE TREAD	HEINEN R
DN2000-068	USA United States	D457130	14MY2002	Tire Designs	DTD ITD	GTR	AQUATRED 3+ - TIRE SIDEWALL PATTERN	RATLIFF B J JR SCHOTT R W MILLER C D
DN2000-068	USA United States	D450274	13NO2001	Tire Designs	DTD ITD	GTR	AQUATRED 3+ - TIRE SIDEWALL	RATLIFF B J JR SCHOTT R W MILLER C D
DN2000-069	USA United States	D445070	17JL2001	Tire Designs	DTD ITD	GTR	G302 FED SR - TIRE TREAD	SCHUSTER D E
DN2000-071	USA United States	D449024	09OC2001	Tire Designs	DTD ITD	GTR	INTEGRITY - TIRE TREAD	LOVELL T P ELKURD B S ALLEN P B
DN2000-072	USA United States	D448709	02OC2001	Tire Designs	DTD ITD	GTR	G113 RHD - TIRE TREAD	LE P T
DN2000-082	USA United States	D449258	16OC2001	Tire Designs	DTD ITD	GTR	AS-3A - TIRE TREAD	RAYMAN W E
DN2000-089	USA United States	D445729	31JL2001	Tire Designs	DTD ITD	GTR	TIRE TREAD (DUNLOP DSR096)	BROWN R JOHNSON R D
DN2000-112	USA United States	D445071	17JL2001	Tire Designs	DTD ITD	GTR	WRANGLER HP - TIRE TREAD	BRIGHTWELL R A MARAZZI E J WRIGHT T A LEGG K C TAKATA H MAXWELL P B
DN2000-118	USA United States	D451857	11DE2001	Tire Designs	DTD ITD	GTR	DUCARO G41 (Asia) - TIRE TREAD	HEINEN R
DN2000-119	USA United States	D451856	11DE2001	Tire Designs	DTD ITD	GTR	ESKIMO S3 - TIRE TREAD	GRAAS M

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DN2000-130	USA	D459290	25JE2002	Tire Designs	DTD	ITD GTR	EAGLE F1 GSD 3M - TIRE TREAD	WEBER M J HUBBELL J K SKURICH M S PLAUNY J L
DN2000-146	USA	D455997	23AP2002	Tire Designs	DTD	ITD GTR	FORTERA HL - TIRE TREAD	PIERRO A J SCARPIITI A J WAGNER D C SUNDKVIST K E SEVART J L
DN2000-194	USA	D455116	02AP2002	Tire Designs	DTD	ITD GTR	EAGLE ULTRA GRIP GW-3 - TIRE TREAD	GRAAS M LARDO C
DN2000-225	USA	D451853	11DE2001	Tire Designs	DTD	ITD GTR	FULDA KRISTALL SUPREMO - TIRE TREAD	HEINEN R HILBERT G N
DN2000-238	USA	D452199	18DE2001	Tire Designs	DTD	ITD GTR	FULDA REGIOFORCE - TIRE TREAD	ROBERT M P C DE CONINCK P J G
DN2001-013	USA	D451868	11DE2001	Tire Designs	DTD	ITD GTR	ESA+TECAR SUPER GRIP 6 - TIRE TREAD	GRAAS M LARDO C
DN2001-016	USA	D457128	14MY2002	Tire Designs	DTD	ITD GTR	FULDA REGIOFORCE - TIRE TREAD	ROBERT M P C LE P T
DN2001-019	USA	D453009	22JA2002	Tire Designs	DTD	ITD GTR	FULDA ECOCONTROL - TIRE TREAD	HELT J N
DN2001-020	USA	D451455	04DE2001	Tire Designs	DTD	ITD GTR	DEBICA 4EVERS S D620 - TIRE TREAD	HELT J N
DN2001-021	USA	D457855	28MY2002	Tire Designs	DTD	ITD GTR	FULDA REGIOCONTROL - TIRE TREAD	BAWIN C J M R BEAUGUITE H M H GILLARD J M
DN2001-023	USA	D454832	26MR2002	Tire Designs	DTD	ITD GTR	KWIK-FIT CENTAUR SUPREME 2000 / OLYMPIC JAVELIN - TIRE TREAD	HEINEN R
DN2001-024	USA	D455998	23AP2002	Tire Designs	DTD	ITD GTR	KELLY WINTERMARK 6 - TIRE TREAD	HEINEN R HILBERT G N

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN2001-063	USA	D453919	26FE2002	Tire Designs	DTD	ITD	GTR	EAGLE RS-A 2 - TIRE TREAD	MAST L S SCHMALIX C K BRAYER R R
DN2001-072	USA	D456765	07MX2002	Tire Designs	DTD	ITD	GTR	EAGLE F1 GS2 - TIRE TREAD	WEBER M J SCHMALIX C K NELSON R B BRAYER R R
DN2001-077	USA	D458897	18JE2002	Tire Designs	DTD	ITD	GTR	EAGLE LS2 - TIRE TREAD	WEBER M J KUNOS A A BAIR D L HUNT J O
DN2001-078	USA	D456769	07MX2002	Tire Designs	DTD	ITD	GTR	KELLY KUSA - TIRE TREAD	DIXON M H HERMANN R J BLACKISTON P K III
DN2001-079	USA	D455120	02AP2002	Tire Designs	DTD	ITD	GTR	STEELMARK AHT 1 - TIRE TREAD	DIXON M H HERMANN R J BLACKISTON P K III
DN2001-080	USA	D455709	16AP2002	Tire Designs	DTD	ITD	GTR	KSRI - TIRE TREAD	DIXON M H HERMANN R J BLACKISTON P K III
DN2001-082	USA	D469396	28JA2003	Tire Designs	DTD	ITD	GTR	EAGLE RS-A PLUS - TIRE TREAD	HUTSON D D MURPHY D T NOWACKI M C KUNOS A A
DN2001-083	USA	D459296	25JE2002	Tire Designs	DTD	ITD	GTR	MULTI MILE EPIC PLUS AND CLASSIC CE - TIRE TREAD	UMSTOT D E ALLISON W B ADAMS W T JR NOPPER T M
DN2001-083	USA	D465763	19NO2002	Tire Designs	DTD	ITD	GTR	MULTI MILE EPIC PLUS AND CLASSIC CE - TIRE TREAD	UMSTOT D E ALLISON W B ADAMS W T JR NOPPER T M
DN2001-085	USA	D456345	30AP2002	Tire Designs	DTD	ITD	GTR	SAVA AVANT A3 - TIRE TREAD	BAWIN C J M R BEAUGUILTE H M H GILLARD J M



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DN2001-090	USA United States	D457126	14MY2002	Tire Designs	DTD	ITD GTR	G633 RSD - TIRE TREAD	ALLISON W B BLACKISTON P K III
DN2001-096	USA United States	D453730	19FE2002	Tire Designs	DTD	ITD GTR	EAGLE RS-A - TIRE TREAD	WEBER M J
DN2001-097	USA United States	D462655	10SE2002	Tire Designs	DTD	ITD GTR	G622 RSD - TIRE TREAD	ZURITA L E
DN2001-145	USA United States	D471152	04MR2003	Tire Designs	DTD	ITD GTR	TIRE TREAD	GRAAS M KICHER M J
DN2001-232	USA United States	D472202	25MR2003	Tire Designs	DTD	ITD GTR	GOODYEAR METRO MCS G603 - TIRE TREAD	GILLARD J M
DN2002-003	USA United States	D474147	06MY2003	Tire Designs	DTD	ITD GTR	G392 SSD - TIRE TREAD	ZURITA L E
DN2002-022	USA United States	D470454	18FE2003	Tire Designs	DTD	ITD GTR	MARATHON LHD - TIRE TREAD	HELT J N
DN2002-027	USA United States	D470100	11FE2003	Tire Designs	DTD	ITD GTR	TIRE TREAD	JOHNNING C P WEBER M J TAUBE J J
DN2002-039	USA United States	D473513	22AP2003	Tire Designs	DTD	ITD GTR	MARATHON CARGO - TIRE TREAD	WELBES P
DN2002-040	USA United States	D479190	02SE2003	Tire Designs	DTD	ITD GTR	TIRE SIDEWALL	MAXWELL P B
DN2002-040	USA United States	D483010	02DE2003	Tire Designs	DTD	ITD GTR	TIRE SIDEWALL	MAXWELL P B
DN2002-046	USA United States	D471511	11MR2003	Tire Designs	DTD	ITD GTR	ESKIMO S3 - TIRE TREAD	GRAAS M
DN2002-047	USA United States	D471509	11MR2003	Tire Designs	DTD	ITD GTR	IGLU - TIRE TREAD	GRAAS M
DN2002-050	USA United States	D473514	22AP2003	Tire Designs	DTD	ITD GTR	WRANGLER HP All Weather - TIRE TREAD	HITZKY L J LABBE C LARDO C

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN2002-054	USA	D470453	18FE2003	Tire Designs	DTD	ITD	GTR	DUNLOP ELITE III- TIRE TREAD	JACKSON M
DN2002-055	USA	D478862	26AU2003	Tire Designs	DTD	ITD	GTR	G365 - TIRE TREAD	GILLARD J M FEIDER G G ALIE J C ZURITA L E WELKER W L
DN2002-062	USA	D472200	25MR2003	Tire Designs	DTD	ITD	GTR	GOODYEAR FRACTION IMPLEMENT - TIRE TREAD	BONKO M L KAPITANCHUK G R
DN2002-080	USA	D471146	04MR2003	Tire Designs	DTD	ITD	GTR	DUNLOP ELITE III - TIRE TREAD	JACKSON M
DN2002-096	USA	D482323	18NO2003	Tire Designs	DTD	ITD	GTR	EAGLE LS2 - TIRE TREAD	CORBIN E N PEEPLES T L CANANKAMP M A LUNDELL R S
DN2002-097	USA	D478865	26AU2003	Tire Designs	DTD	ITD	GTR	KELLY CHARGER - TIRE TREAD	DIXON M H UMSTOT D E LACO J H
DN2002-098	USA	D471148	04MR2003	Tire Designs	DTD	ITD	GTR	VOYAGER HP2 - TIRE TREAD	HEINEN R
DN2002-163	USA	D477810	29JUL2003	Tire Designs	DTD	ITD	GTR	KELLY CHARGER - TIRE SIDEWALL	HUDICH T M SMATANA S C
DN2003-024	USA	D482651	25NO2003	Tire Designs	DTD	ITD	GTR	TIRE TREAD	AULL J L SCHMALIX C K BRAYER R R
1994-193	USA	5743974	28AP1998	Testing, Evaluation, Computer	DTE	ITP	GTR	PNEUMATIC TIRE HAVING PITCH SEQUENCING	WESOLOWSKI P J
1995-289	USA	5759312	02JEL1998	Testing, Evaluation, Computer	DTE	ITP	GTR	PNEUMATIC TIRE HAVING PITCH SEQUENCING	WESOLOWSKI P J
1995-290	USA	5753057	19MY1998	Testing, Evaluation, Computer	DTE	ITP	GTR	PNEUMATIC TIRE HAVING IMPROVED PITCH SEQUENCING	WESOLOWSKI P J
1984-227	USA	4962803	16OC1990	Tire OTR, Farm, Aircraft, Specialty	DTD	ITD	GTR	A PNEUMATIC TIRE	WELTER T N H

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1988-143	USA	4926918	22MVI1990	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		PNEUMATIC TIRE	DEMOR III E J LUKICH I T HINKEL W W
1988-553	USA	5223061	29JUL1993	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		MICROREINFORCEMENT IN THE FOLDED BELT	NAVAUX S
1993-015	USA	5529103	25JUL1996	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		OFF-THE-ROAD PNEUMATIC TIRE WITH SPECIFIED BEAD AREA DESIGN	LOBB J F COOK M W WELLS D E LEWKOWICZ S Z
1993-015	USA	5622576	22APR1997	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		OFF-THE-ROAD PNEUMATIC TIRE WITH SPECIFIED BEAD AREA DESIGN	LOBB J F COOK M W WELLS D E LEWKOWICZ S Z
1993-015	USA	5429168	04JUL1995	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		AN IMPROVED OFF-THE-ROAD PNEUMATIC TIRE	LOBB J F COOK M W WELLS D E LEWKOWICZ S Z
1993-066	USA	5509455	23APR1996	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		AIRCRAFT TIRE INCLUDING REINFORCEMENT INSERTS	WARCHOL J T BRYANT G B MILLMIER R W
DN1996-030	USA	5725701	10MAY1998	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		LOW PRESSURE ALL TERRAIN VEHICLE TIRE	ROONEY T M OARE T R
DN1996-030	USA	6070633	06JUL2000	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		LOW PRESSURE ALL TERRAIN VEHICLE TIRE	ROONEY T M OARE T R
DN1996-031	USA	5879482	09MAY1999	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		RUN-FLAT LOW-PRESSURE ALL TERRAIN VEHICLE (ATV) TIRE	ROONEY T M OARE T R
DN1996-113	USA	6021829	08FEB2000	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		MUD RUNNER - ALL-TERRAIN-VEHICLE TIRE	ROONEY T M
DN1996-161	USA	6209602	03APR2001	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		INDUSTRIAL SERVICE AGRICULTURAL TIRE	BONKO M L
DN1996-167	USA	6131633	17OCT2000	Tire OTR, Farm, Aircraft, SpecialtyDFO	ITP	GTR		PNEUMATIC TIRE WITH BREAKER ASSEMBLY INCLUDING RUBBER/FABRIC WEAR STRIP	SLIVKA J J

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DN1996-167	USA	6343637	05FE2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		PNEUMATIC TIRE WITH BREAKER ASSEMBLY INCLUDING RUBBER/FABRIC WEAR STRIP	SLIVKA J J
DN1996-167	USA	6354350	12MR2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		PNEUMATIC TIRE WITH BREAKER ASSEMBLY INCLUDING RUBBER/FABRIC WEAR STRIP	SLIVKA J J
DN1997-093	USA	6382284	07MY2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		FARM TRACTOR HAVING ASYMMETRIC DIRECTIONAL DRIVE AXLE TIRES	BONKO M L
DN1997-093	USA	6062282	16MY2000	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		ASYMMETRIC DIRECTIONAL PNEUMATIC AGRICULTURAL TIRE	BONKO M L
DN1997-109	USA	6357498	19MR2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		TIRE WITH REMOVABLE TIRE TREAD BELT AND IMPROVED APEX DESIGN	RAYMAN W E
DN1997-111	USA	6390165	21MY2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		TIRE WITH IMPROVED CARCASS FLY TURNUP CONFIGURATION	RAYMAN W E
DN1997-112	USA	6352090	05MR2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		TIRE WITH REVERSED CARCASS FLY TURNUP CONFIGURATION	RAYMAN W E
DN1997-144	USA	6481479	19NO2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		HIGH ASPECT AGRICULTURAL OR OFF-ROAD TIRE	WEED D B SHORTER A C BISHEL S G
DN1997-156	USA	6427741	06AU2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		AIRCRAFT TIRE	LUKICH L T DWENGER T A MCGILVREY J R
DN1997-222	USA	6450221	17SE2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		NON-DIRECTIONAL FARM TIRE	BONKO M L
DN1997-233	USA	6260594	17JL2001	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		INDUSTRIAL SERVICE PNEUMATIC TIRE	BONKO M L ROONEY T M
DN1998-135	USA	6386652	14MY2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		PNEUMATIC DRIVER FOR TRACKED VEHICLE	BONKO M L
DN2000-037	USA	6324814	04DE2001	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		METHOD OF SHIPPING VERY LARGE TIRES	RAYMAN W E
DN2000-096	USA	6352320	05MR2002	Tire OTR, Farm, Aircraft, SpecialityDFO	ITP	GTR		DIRECTIONAL ANNULAR ELASTIC TRACK	BONKO M L THOMAS R A

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DN2000-216	USA	6374891	23AP2002	Tire OTR, Farm, Aircraft, Speciality	DTP	GTR	BIAS AIRCRAFT TIRES	ALLMOND D V SOBHANIE M E KING K S
DN2000-218	USA	6655430	02DE2003	Tire OTR, Farm, Aircraft, Speciality	DTP	GTR	LOW PRESSURE TIRE WITH A LOW ANGLE RESTRICTOR BELT	HOPKINS W M LUKICH I T WAIBEL T J
DN2001-067	USA	6561241	13MY2003	Tire OTR, Farm, Aircraft, Speciality	DTP	GTR	TWO PICE TIRE WITH IMPROVED TIRE TREAD BELT AND CARCASS	RAYMAN W E
DN2001-149	USA	6478387	12NO2002	Tire OTR, Farm, Aircraft, Speciality	DTP	GTR	HEAVY DUTY DUAL TIRE ASSEMBLY	RAYMAN W E
DN2001-150	USA	6532718	18MR2003	Tire OTR, Farm, Aircraft, Speciality	DTP	GTR	METHOD OF SHIPPING VERY LARGE TIRES	RAYMAN W E
DN2001-177	USA	6648041	18NO2003	Tire OTR, Farm, Aircraft, Speciality	DTP	GTR	AIRCRAFT TIRE WITH IMPROVED BEAD STRUCTURE	UEYOKO K <sup>500</sup>
1980-001	USA	4668540	26MY1987	Tire-Passenger & Truck	DTP	GTR	BELTING AND METHOD OF MAKING SAME	LONG B W SCHMITT P J
1982-267	USA	4574856	11MR1986	Tire-Passenger & Truck	DTP	GTR	TREAD FOR A PNEUMATIC TIRE	GRAAS M
1983-011	USA	4667718	26MY1987	Tire-Passenger & Truck	DTP	GTR	PNEUMATIC TIRE TREAD	FONTAINE J F L
1983-192	USA	4534392	13AU1985	Tire-Passenger & Truck	DTP	GTR	TRACTOR TIRE	LOPP L C JR BONKO M L
1983-272	USA	4667717	26MY1987	Tire-Passenger & Truck	DTP	GTR	EAGLE GW - A PNEUMATIC TIRE	GRAAS M
1983-392	USA	5343918	06SE1994	Tire-Passenger & Truck	DTP	GTR	TREAD FOR A PNEUMATIC TIRE WITH DIFFERING TREAD STIFFNESS REGIONS	FONTAINE J F L
1984-277	USA	4711283	08DE1987	Tire-Passenger & Truck	DTP	GTR	HEAVY DUTY PNEUMATIC TIRE	BONKO M L LOPP L C JR
1985-045	USA	4667721	26MY1987	Tire-Passenger & Truck	DTP	GTR	A PNEUMATIC TIRE	LAMOCK A COHEN A VILLAMIZAR W J

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Int'l Owner	Title	Inv Name
1985-124	USA United States	4702292	27OCT1987	Tire-Passenger & Truck	DTP ITP	GTR	HIGH PERFORMANCE ALL-SEASON TIRE	BRAYER R R
1985-124	USA United States	4815511	28MR1989	Tire-Passenger & Truck	DTP ITP	GTR	ALL-SEASON HIGH-PERFORMANCE RADIAL PLY PASSENGER PNEUMATIC TIRE	BRAYER R R ROBINSON B A SPRINGFROD R H
1985-130	USA United States	4854361	08AUG1989	Tire-Passenger & Truck	DTP ITP	GTR	PNEUMATIC TIRES	KOLOWSKI M A SMITHKEY J C GASOWSKI C J FORD T L
1985-130	USA United States	4922985	08MY1990	Tire-Passenger & Truck	DTP ITP	GTR	PNEUMATIC TIRES	GASOWSKI C J KOLOWSKI M A SMITHKEY J C FORD T L
1985-351	USA United States	4779656	25OCT1988	Tire-Passenger & Truck	DTP ITP	GTR	A PNEUMATIC TIRE	GRAAS M
1986-017	USA United States	4823853	25AP1989	Tire-Passenger & Truck	DTP ITP	GTR	NOISE CONTROL TECHNIQUE FOR TIRES EMPLOYING THREE DIFFERENT SIZE DESIGN CYCLES	HITZKY I J
1986-028	USA United States	4690189	01SE1987	Tire-Passenger & Truck	DTP ITP	GTR	INVICTA - ALL-SEASON PNEUMATIC TIRE WITH CHAMFERED TREAD BLOCKS	BRADISE J L LINDNER D J
1986-029	USA United States	4813467	21MR1989	Tire-Passenger & Truck	DTP ITP	GTR	RADIAL PLY AIRCRAFT TIRE AND RIM	LOBB J F GEHRINGER G B WALL G D HINKEL W W FORAND R J
1986-133	USA United States	5042546	27AUG1991	Tire-Passenger & Truck	DTP ITP	GTR	RADIAL-PLY PNEUMATIC TIRE WITH REVERSE CURVATURE CARCASS PLY	GOLDSTEIN A A FORNEY J M LOSER R P
1986-171	USA United States	4807679	28FEB1989	Tire-Passenger & Truck	DTP ITP	GTR	EAGLE GA - PNEUMATIC TIRE TREAD HAVING SIPES	LARDO C COLLETTE J DAUVISTER P JONETTE B

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Int'l Owner	Title	Inv Name
1986-171	USA United States	4856571	15AUG1989	Tire-Passenger & Truck	DTP	ITP GTR	EAGLE GA - PNEUMATIC TIRE	LARDO C COLLETTE J DAUVISTER P JONETTE B
1986-349	USA United States	4877072	31OC1989	Tire-Passenger & Truck	DTP	ITP GTR	TREAD FOR LEFT AND RIGHT VEHICLE TIRES	FONTAINE J
1987-034	USA United States	4832103	23MY1989	Tire-Passenger & Truck	DTP	ITP GTR	PNEUMATIC TIRE HAVING PLURAL ARAMID CARCASS PLYS	SLIVKA J J WELTER T N H
1987-119	USA United States	5332018	26JUL1994	Tire-Passenger & Truck	DTP	ITP GTR	BELT REINFORCING ASSEMBLY FOR A PNEUMATIC TIRE	ROESGEN A KUMMER P
1987-244	USA United States	5361814	08NO1994	Tire-Passenger & Truck	DTP	ITP GTR	WRANGLER GSA - ASYMMETRIC TIRE	KOLOWSKI M A HOPKINS W M GALANTE R L MILLER F W MAXWELL P B COVERT D E SCARPITTI A J
1987-244	USA United States	5415215	16MY1995	Tire-Passenger & Truck	DTP	ITP GTR	WRANGLER GSA - ASYMMETRIC TIRE	COVERT D E MAXWELL P B MILLER F W GALANTE R L KOLOWSKI M A HOPKINS W M SCARPITTI A J
1987-269	USA United States	5014762	14MX1991	Tire-Passenger & Truck	DTP	ITP GTR	ANGLED OVERLAY FOR TIRES	BEER K RICHARDS G W OARE T R BROWN T A WELLS T H
1987-325	USA United States	4823855	25AP1989	Tire-Passenger & Truck	DTP	ITP GTR	WRANGLER MT - PNEUMATIC TIRE TREAD PATTERN	GALANTE R L GOERGEN R HITEKY L J KOLOWSKI M A MILLER F W HOPKINS W M WAIBEL T J

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1988-022	USA	4832101	23MY1989	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRES	WELTER T N H
1988-270	USA	4926919	22MY1990	Tire-Passenger & Truck	DTP	ITP	GTR	WRANGLER HT - VEHICLE TIRE WITH RUB TYPE TREAD PATTERN HAVING SIPES ACROSS THE RIBS	HOPKINS W H BRIGHTWELL R A YOUNG R A CLARK J K MILLER F W GALANTE R L WAIBEL T J KOLOWSKI M A
1988-369	USA	4989658	05FE1991	Tire-Passenger & Truck	DTP	ITP	GTR	BELT OVERLAY STRUCTURE FOR PNEUMATIC TIRES	MAAPRIUS A G SPIELMANN J BEER K OARE T R
1988-369	USA	5007974	16AP1991	Tire-Passenger & Truck	DTP	ITP	GTR	BELT OVERLAY STRUCTURE FOR PNEUMATIC TIRES	MAATHIUS A G SPIELMANN J BEER K OARE T R
1989-442	USA	5085259	04FE1992	Tire-Passenger & Truck	DTP	ITP	GTR	WRANGLER AT - TIRE TREAD	GOERGEN R KUMMER P
1989-651	USA	5088536	18FE1992	Tire-Passenger & Truck	DTP	ITP	GTR	VECTOR 2 - ALL SEASON TYPE TIRE TREAD	GRAAS M CONSTANT M
1991-033	USA	5176766	05JUL1993	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRE HAVING A UNIQUE FOOTPRINT	LANDERS S P ATTINELLO J S GLOVER W E
1991-319	USA	5529101	25JEL1996	Tire-Passenger & Truck	DTP	ITP	GTR	HIGH PERFORMANCE RADIAL TIRE	CROYLE W L BRAYER R R BUENGER J R CONSOLACION R E
1992-142	USA	5337815	16AUL1994	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRE HAVING IMPROVED WET TRACTION	GRAAS M

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1992-373	USA	5639320	17JUL1997	Tire-Passenger & Truck	DTP	ITP	GTR	A RADIAL PLY PNEUMATIC TIRE	OARE T R BRAYER R R ROBINSON B A KAHRS J W TRARES K C MCQUATE R D
1992-373	USA	5368082	29NO1994	Tire-Passenger & Truck	DTP	ITP	GTR	RADIAL PLY PNEUMATIC TIRE	OARE T R BRAYER R R KAHRS J W TRARES K C ROBINSON B A MCQUATE R D KAHRS J W
1992-373	USA	6263935	24JUL2001	Tire-Passenger & Truck	DTP	ITP	GTR	RADIAL PLY PNEUMATIC RUNFLAT TIRE THIS IS THE FIRST CONTINUATION OF 1992-373-D-02	OARE T R BRAYER R R ROBINSON B A KAHRS J W TRARES K C MCQUATE R D
1992-373	USA	5851324	22DE1998	Tire-Passenger & Truck	DTP	ITP	GTR	A RADIAL PLY PNEUMATIC TIRE	OARE T R BRAYER R R ROBINSON B A KAHRS J W TRARES K C MCQUATE R D
1993-150	USA	5524688	11JUL1996	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRE HAVING A HIGH ENDING TURNUP LOCKED BEAD CONSTRUCTION	TRARES K C KOLOWSKI M A KAHRS J W
1994-252	USA	5645660	08JUL1997	Tire-Passenger & Truck	DTP	ITP	GTR	DESIGN PATTERNS FOR A TIRE SIDEWALL	ATTINELLO J S LANDERS S P
1995-235	USA	5660652	26AUL1997	Tire-Passenger & Truck	DTP	ITP	GTR	G357 - TRUCK TIRE AND TREAD FOR STEER AXLES	YOUNG D L YOUNG A G
1995-358	USA	5645661	08JUL1997	Tire-Passenger & Truck	DTP	ITP	GTR	TIRE SIDEWALL	CLEMENTZ M FELLER G MERX R
DN1996-103	USA	6481480	19NO2002	Tire-Passenger & Truck	DTP	ITP	GTR	CONVERTIBLE TREAD FOR A RADIAL TRUCK OR TRAILER TIRE	SCHUSTER D E SERICH J J

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN1996-107	USA	6105643	22AU2000	Tire-Passenger & Truck	DTP	ITP	GTR	ON/OFF ROAD RADIAL PNEUMATIC LIGHT TRUCK OR AUTOMOBILE TIRE	ROHWEDER E E MILLER F W KOLOWSKI M A BROWN S C
DN1997-070	USA	6142200	07NO2000	Tire-Passenger & Truck	DTP	ITP	GTR	MARATHON LHS / G313 LR8 - TRUCK STEER TIRE TREAD	FEIDER G G GILLARD J-M SPAEH S M
DN1997-102	USA	6016858	25JA2000	Tire-Passenger & Truck	DTP	ITP	GTR	LIGHT WEIGHT FIBERGLASS BELTED RADIAL TIRE	ROESGEN A E F SMITS A THISE-FOURGON M-R C A PACKBIER E G M CRAIG D P
DN1997-107	USA	6026878	22FE2000	Tire-Passenger & Truck	DTP	ITP	GTR	AN INEXTENSIBLE HIGH TEMPERATURE RESISTANT RUNFLAT TIRE	ZHANG Z OARE T R PRAKASH A
DN1997-108	USA	6135181	24OC2000	Tire-Passenger & Truck	DTP	ITP	GTR	TIRE WITH BEAD FILLER RUNFLAT INSERTS	PAONESSA A C SELOOVER M H BECK J J JR OARE T R DANCY J G
DN1997-108	USA	5871602	16FE1999	Tire-Passenger & Truck	DTP	ITP	GTR	TIRE WITH CARCASS TURN UP ENDS UNDER BELT STRUCTURE	PAONESSA A C SELOOVER M H BECK J J JR OARE T R DANCY J G
DN1997-113	USA	6016857	25JA2000	Tire-Passenger & Truck	DTP	ITP	GTR	LIGHT WEIGHT ARAMID RADIAL TIRE	ROESGEN A E F SMITS A THISE-FOURGON M-R C A PACKBIER E G M CRAIG D P
DN1997-119	USA	6135183	24OC2000	Tire-Passenger & Truck	DTP	ITP	GTR	RUNFLAT TIRE WITH DIFFERENT MODULUS OR ELONGATION CARCASS CORDS	OARE T R PRAKASH A HALL R E TUBB G E

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl Owner	Title	Inv Name
DN1997-119	USA	5871600	16FEB1999	Tire-Passenger & Truck	DTP	ITP GTR	RUNFLAT TIRE WITH DIFFERENT MODULUS OR ELONGATION CARCASS CORDS	OARE T R PRAKASH A HALL R E TUBB G E
DN1997-120	USA	6082423	04JUL2000	Tire-Passenger & Truck	DTP	ITP GTR	LOW COST LIGHT WEIGHT RADIAL TIRE	ROESGEN A E F SMITHS A THISE-FOURGON M-R C A PACKBIER E G M CRAIG D P
DN1998-010	USA	6408909	25JUN2002	Tire-Passenger & Truck	DTP	ITP GTR	RADIAL RUNFLAT PASSENGER TIRE WITH IMPROVED TREAD CONTOUR WITH DECOUPLING GROOVES	NGUYEN G V
DN1998-026	USA	6386258	14MAY2002	Tire-Passenger & Truck	DTP	ITP GTR	TIRE HAVING A GEODESIC FLY AND A METHOD OF FABRICATING	DYER D K BRAYER R R PRAKASH A
DN1998-047	USA	6142205	07NOV2000	Tire-Passenger & Truck	DTP	ITP GTR	TIRE WITH COMPOSITE FLY STRUCTURE	BECK J J JR TUBB G E ABBOTT J R LANDERS S P PRAKASH A VANNAN F F JR BROYLES H D BEER K
DN1998-047	USA	6359346	19MR2002	Tire-Passenger & Truck	DTP	ITP GTR	METHOD OF BUILDING TIRE WITH COMPOSITE FLY STRUCTURE	BECK J J JR TUBB G E ABBOTT J R LANDERS S P PRAKASH A VANNAN F F JR BROYLES H D BEER K
DN1998-061	USA	6338374	15JUN2002	Tire-Passenger & Truck	DTP	ITP GTR	RUNFLAT TIRE WITH FABRIC UNDERLAY AND TREAD INSERT	NGUYEN G V CLOSE R LANDERS S P
DN1998-070	USA	6534711	18MR2003	Tire-Passenger & Truck	DTP	ITP GTR	ENCAPSULATION PACKAGE AND METHOD OF PACKAGING AN ELECTRONIC CIRCUIT MODULE	POLLACK R S

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DN1998-072	USA	6439283	27AU2002	Tire-Passenger & Truck	DTP	ITP	GTR	RUNFLAT TIRE WITH TREAD STIFFENING MEMBER	PAONESSA A C SELOOVER M H ROWEDER S C ALLEN W D BECK J J JR
DN1999-059	USA	6530405	11MR2003	Tire-Passenger & Truck	DTP	ITP	GTR	ON/OFF-ROAD TREAD	BROWN S C KOLOWSKI M A MAXWELL P B RATLIFF B J JR
DN1999-229	USA	6250353	26JE2001	Tire-Passenger & Truck	DTP	ITP	GTR	AN ON/OFF ROAD TREAD FOR A TIRE	MAXWELL P B
DN1999-284	USA	6453961	24SE2002	Tire-Passenger & Truck	DTP	ITP	GTR	VARIABLE-STIFFNESS WEDGE INSERT FOR RUNFLAT TIRE	COLANTONIO L ROESGEN A E F CORVASCE F G
DN2000-008	USA	6443201	03SE2002	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRE WITH EXTENDED LOAD CARRYING CAPACITY	COLANTONIO L PHILPOTT F NGUYEN G V ROESGEN A E F
DN2000-034	USA	6371182	16AP2002	Tire-Passenger & Truck	DTP	ITP	GTR	RUNFLAT TIRE WITH DUAL-MODULUS UNDERLAY	PHILPOTT F COLANTONIO L NGUYEN G V ROESGEN A E F
DN2000-049	USA	6487900	03DE2002	Tire-Passenger & Truck	DTP	ITP	GTR	METHOD OF TIRE BEAD FLANGE PROFILING	LEE C-C
DN2000-093	USA	6450223	17SE2002	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRE HAVING IMPROVED WET TRACTION	LANDERS S P RATLIFF B J JR MILLER C D CLARK J K
DN2000-158	USA	6520230	18FE2003	Tire-Passenger & Truck	DTP	ITP	GTR	TIRE WITH AN OPEN TREAD	RATLIFF B J JR
DN2000-163	USA	6491076	10DE2002	Tire-Passenger & Truck	DTP	ITP	GTR	TRIANGULAR BEAD CONFIGURATION FOR PNEUMATIC TIRE WITH EXTENDED LOAD CARRYING CAPACITY	COLANTONIO L ROESGEN A E F PHILPOTT F NGUYEN G V

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
DM2000-178	USA	6307467	230C2001	Tire-Passenger & Truck	DTP	ITP	GTR	PROCESS AND APPARATUS FOR RESETTING A MICRO-MECHANICAL CONDITION SENSOR	STARKEY G R POLLACK R S
DM2000-180	USA	6307477	230C2001	Tire-Passenger & Truck	DTP	ITP	GTR	PROCESS AND APPARATUS FOR RESETTING A DIRECTLY RESETTABLE MICRO-MECHANICAL TEMPERATURE MEMORY SWITCH	STARKEY G R POLLACK R S
DM2000-189	USA	6369712	09AP2002	Tire-Passenger & Truck	DTP	ITP	GTR	RESPONSE ADJUSTABLE TEMPERATURE SENSOR FOR TRANSPONDER	LETKOMILLER J M YONES D L POLLACK R S
DM2001-038	USA	6400261	04JE2002	Tire-Passenger & Truck	DTP	ITP	GTR	METHOD OF MONITORING A TIRE CONDITION USING A DRIVE OVER READER	STARKEY G R POLLACK R S LETKOMIKER J M
DM2001-095	USA	6518877	11FE2003	Tire-Passenger & Truck	DTP	ITP	GTR	PNEUMATIC TIRE MONITOR	STARKEY G R DESIMONE J P II YONES D L LETKOMILLER J M
DM2001-186	USA	6498967	24DE2002	Tire-Passenger & Truck	DTP	ITP	GTR	A TIRE INITIATED VEHICLE CONTROL SYSTEM PROVISION FILED 10SE2001	HOPKINS W M LANDERS S P ROTH S F
DM2002-044	USA	6619357	16SE2003	Tire-Passenger & Truck	DTP	ITP	GTR	BELT PACKAGE FOR SUPER SINGLE TRUCK TIRES	GILLARD J M HELT J N BAWIN C J M R
1985-314	USA	5061557	290C1991	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	REINFORCED COMPOSITE STRUCTURE	KOT K M LEE B L
1987-023	USA	5053246	010C1991	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PROCESS FOR THE SURFACE TREATMENT OF POLYMERS FOR REINFORCEMENT-TO-RUBBER ADHESION	SHUTTLEWORTH D MOWOOD S K WADDELL W H BRENNER J L OFSTEAD E A RICHARDS J L
1987-312	USA	5118367	02JE1992	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PROCESS FOR TREATING A BRASS-PLATED STEEL WIRE	STARINSHAK T W

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Docket Number	Ctry	Patent Number	Granted	Client	Dom	Intl	Owner	Title	Inv Name
1988-136	USA	5215613	01JUL1993	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	METHOD FOR MAKING KNOTLESS BEAD BUNDLE, A BEAD BUNDLE MADE THEREBY, AND A TIRE INCORPORATING SAID BEAD BUNDLE	SHEMANSKI R M RIGGENBACH E F PRAKASH A
1988-286	USA	5303537	19AP1994	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	APPARATUS FOR MAKING METALLIC CORD	KOT K M SEYLL R
1988-545	USA	5648153	15JUL1997	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	TIRE WITH HIGH STRENGTH REINFORCEMENT	HELPER F B KIM D K MORGAN J G SHEMANSKI R M SINOPOLI I M NGUYEN G V
1988-545	USA	6273160	14AUG2001	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	TIRES WITH HIGH STRENGTH REINFORCEMENT	HELPER F B KIM D K MORGAN J G SCHEMSKI R M SINOPOLI I M JEANPIERRE G NGUYEN G V
1988-545	USA	6146760	14NOV2000	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	HIGH STRENGTH CORD	HELPER F B KIM D K SHEMANSKI R M SINOPOLI I M JEANPIERRE G NGUYEN G V
1989-058	USA	5115853	26MAY1992	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	BELT OVERLAY STRUCTURE FOR PNEUMATIC TIRES USE OF 420/2 NYLON IN OVERLAYS	OARE T R SYKORA J C
1992-083	USA	5386860	07FEB1995	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	CUT RESISTANT TIRE	MASSIE J D MALIN J HOBART P W REISINGER R H
1995-122	USA	5779829	14JUL1998	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PNEUMATIC TIRE HAVING A SINGLE CARCASS PLY REINFORCED WITH METALLIC CORDS, HIGH ENDING PLY, TURNUP AND LOCKED BEAD CONSTRUCTION	PRAKASH A GILLIAM D W TUBB G E

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DN1996-039	USA	5858137	12JAN1999	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	RADIAL TIRES HAVING AT LEAST TWO BELT PLIES REINFORCED WITH STEEL MONOFILAMENTS	ASSAAD M C KIM D K
DN1996-054	USA	5737909	14AP1998	Tire Fabric & Fiber Reinforcement	DWT	ITI	GTR	METALLIC CORD FOR THE REINFORCEMENT OF ELASTOMERS	MACLIN A R SINOPOLI I M
DN1996-200	USA	6351933	05MR2002	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PNEUMATIC TIRE	REUTER R F
DN1997-091	USA	6112789	05SE2000	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PNEUMATIC TIRES MADE WITH TEXTILE CARDS COMPRISING TWO PORTIONS, THE FILAMENTS IN THE SECOND RADIALY INNER PORTION BEING COMPACTED OR FUSED	REUTER R F
DN1997-118	USA	5908685	01JUN1999	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	ELASTOMERIC COMPOSITE STRUCTURE	PRAKASH A OARE T R TUBB G E HALL R E
DN1997-190	USA	6460588	08OC2002	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PEN REINFORCEMENT FOR RUBBER COMPOSITES	WESTGATE W K SYKORA J C
DN1998-001	USA	6041839	28MR2000	Tire Fabric & Fiber Reinforcement	DWT		GTR	METALLIC 4+3 CORD FOR THE REINFORCEMENT OF ELASTOMERS	SUSUTOGLU M Y A
DN1998-003	USA	6158490	12DE2000	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	ELASTOMERIC ARTICLE WITH 2+1+9 OR 2+1+9+1 METALLIC CORD	STARINSHAK T W
DN1998-115	USA	6267165	31JUN2001	Tire Fabric & Fiber Reinforcement	DTR	ITC	GTR	PNEUMATIC TIRE WITH SPECIFIED ARAMID BELT	WESTGATE W K HAMEL C E BOEHLEFELD R J

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**MASTER GUARANTEE AND COLLATERAL AGREEMENT**

dated as of

March 31, 2003,

as Amended and Restated as of

February 20, 2004,

among

**THE GOODYEAR TIRE & RUBBER COMPANY,**

**THE SUBSIDIARIES OF THE GOODYEAR TIRE & RUBBER COMPANY  
identified as Grantors and Guarantors herein,**

**THE LENDERS PARTY HERETO**

and

**JPMORGAN CHASE BANK,**

**as Collateral Agent**

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[CS&M #6701-315]

[2300311]

**PATENT  
REEL: 015209 FRAME: 0562**

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MASTER GUARANTEE AND COLLATERAL AGREEMENT dated as of March 31, 2003, as Amended and Restated as of February 20, 2004, among THE GOODYEAR TIRE & RUBBER COMPANY (the "Company"), the Subsidiaries of THE GOODYEAR TIRE & RUBBER COMPANY identified herein, the LENDERS party hereto and JPMORGAN CHASE BANK, as collateral agent (the "Collateral Agent").

This agreement amends and restates the Master Guarantee and Collateral Agreement dated as of March 31, 2003, among the parties hereto.

Reference is made to the Credit Agreements (such term, and each other capitalized term used and not otherwise defined herein, having the meaning assigned to it in Article I). The Lenders have agreed to extend credit to the Company and the other Borrowers on the terms and subject to the conditions set forth in the Credit Agreements. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement by the Company and the other Grantors and Guarantors. The Subsidiary Grantors and Subsidiary Guarantors are subsidiaries of the Company and subsidiaries or affiliates of the other Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreements and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Certain Defined Terms.* (a) All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) All terms defined in the Credit Agreements and not defined in this Agreement have the meanings specified therein. The rules of construction specified in Section 1.03 or 1.04, as applicable, of each of the Credit Agreements shall also apply to this Agreement.

As used in this Agreement, the following terms have the meanings specified below:

"*ABL Collateral Proceeds Account*" means a deposit account maintained at JPMorgan Chase Bank, as Collateral Agent, for the benefit of the Secured Parties, and any successor account maintained with the Collateral Agent.

"*ABL Facilities Agreement*" means the Term Loan and Revolving Credit Agreement dated as of March 31, 2003, among the Company, certain lenders, JPMCB, as administrative agent, Citicorp USA Inc., as syndication agent, and Bank of America, N.A. and The CIT Group/Business Credit, Inc., as documentation agents, as amended by the First Amendment thereto dated as of February 19, 2004, and as further amended from time to time.

***“ABL Facilities Collateral”*** means any and all of the following assets and properties now owned or at any time hereafter acquired by any ABL Facilities Grantor or in which such ABL Facilities Grantor now has or at any time in the future may acquire any right, title or interest: (a) all Accounts; (b) all Chattel Paper; (c) all Deposit Accounts (and all cash, checks and other negotiable instruments, funds and other evidences of payment held therein); (d) all Inventory; (e) to the extent evidencing, governing, securing or otherwise related to the items referred to in the preceding clauses (a), (b), (c) and (d), all Documents, General Intangibles (other than Intellectual Property and, in the case of any ABL Facilities Grantor that is organized under the laws of Canada or one or more provinces thereof, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements and other agreements), goodwill, registrations and franchises), Instruments, Investment Property (other than (i) US Facilities Pledged Equity Interests, (ii) Equity Interests in Luxembourg Finance, (iii) the Equity Interests described in clauses (b), (c) and (d) of the definition of Excluded Equity Interests and (iv) Proceeds in respect of Equity Interests described in clauses (i), (ii) and (iii)) and Letter of Credit Rights; (f) all books and records related to the foregoing; and (g) all Proceeds of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing. Notwithstanding the foregoing, any cash deposited to collateralize Letter of Credit reimbursement obligations pursuant to the US Revolving Facility Agreement will constitute US Facilities Article 9 Collateral and not ABL Facilities Collateral.

***“ABL Facilities Grantors”*** means the Company and each Subsidiary that is listed under the heading “ABL Facilities Grantors” on the signature pages hereto or that becomes an ABL Facilities Grantor pursuant to Section 13.14.

***“ABL Facilities Junior Liens”*** means all Liens on the ABL Facilities Collateral securing the US Facilities Obligations, the US Miscellaneous Obligations or any European Facilities Obligations.

***“ABL Facilities Mortgages”*** means the “Mortgages” under and as defined in the ABL Facilities Agreement. In the event that the requirements of Section 5.08(e) of the ABL Facilities Agreement shall be satisfied by the amendment of the US Facilities Mortgages, such mortgages shall, for all purposes hereof, (a) insofar as they secure the US Facilities Obligations, constitute the US Facilities Mortgages, and (b) insofar as they secure the ABL Facilities Obligations, constitute the ABL Facilities Mortgages.

***“ABL Facilities Obligations”*** means the “Obligations” under and as defined in the ABL Facilities Agreement (other than any Collateral Agent Obligations).

***“ABL Facilities Revolving Obligations”*** means the “Revolving Obligations” under and as defined in the ABL Facilities Agreement (other than any Collateral Agent Obligations).

***“ABL Facilities Secured Parties”*** means the “Secured Parties” under and as defined in the ABL Facilities Agreement.

***“ABL Facilities Tranche A Term Obligations”*** means the “Tranche A Term Obligations” under and as defined in the ABL Facilities Agreement (other than any Collateral Agent Obligations).

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**“ABL Tranche B Junior Liens”** means all Liens securing the ABL Facilities Tranche B Term Obligations.

**“ABL Facilities Tranche B Term Obligations”** means the “Tranche B Term Obligations” under and as defined in the ABL Facilities Agreement (other than any Collateral Agent Obligations).

**“Acceptable Financing”** means a credit facility extended to the Company as a debtor-in-possession in a proceeding commenced by or against the Company under the Bankruptcy Code that (a) replaces and results in the payment of all amounts outstanding or owed to the Lenders under the ABL Facilities Agreement at the time of the first extension of credit under such credit facility made following the entry of a final order approving such credit facility, (b) is arranged by J.P. Morgan Securities Inc. (or, if J.P. Morgan Securities Inc. shall elect not to arrange such credit facility, another recognized provider of debtor-in-possession financings for substantial corporate debtors that shall be a Lender under one or both of the US Facilities Agreements) and (c) provides for extensions of credit in an aggregate amount not in excess of the greater of (i) \$1,950,000,000 and (ii) the amount available to be borrowed from time to time under the Borrowing Base under and as defined in the ABL Facilities Agreement as in effect at the commencement of such proceeding.

**“Account Debtor”** means any Person who is or who may become obligated to any ABL Facilities Grantor under, with respect to or on account of an Account.

**“Act”** has the meaning assigned to such term in Section 8.01.

**“Additional Subsidiary Agreement”** has the meaning assigned to such term in Section 13.14.

**“Administrative Agent”** means, as to any Credit Agreement, the “Administrative Agent” under and as defined in such Credit Agreement.

**“Agreement”** means this amended and restated Master Guarantee and Collateral Agreement.

**“Aircraft”** means all airships, airplanes, helicopters and other aircraft owned on the date hereof or hereafter acquired by any US Facilities Grantor, including those listed on Schedule I hereto, as updated from time to time pursuant to Section 4.04(c).

**“Aircraft Collateral”** means the Aircraft, Aircraft Parts and Aircraft Log Books.

**“Aircraft Log Books”** means any and all log books, maintenance records, airworthiness certificates, registration documents and other records and documents relating to the Aircraft or Aircraft Parts.

**“Aircraft Parts”** means all engines and propellers (whether or not affixed to any Aircraft) owned by any US Facilities Grantor and used or intended for use in connection with the Aircraft, and all avionics equipment, radio equipment, navigation equipment, radar equipment and other equipment, appliances, accessories and accessions used or intended for use in connection with the Aircraft.



*“Applicable Collateral”* means (a) as to the ABL Facilities Agreement, the ABL Facilities Collateral, (b) as to the European Facilities Agreement, the European Facilities Collateral and the Luxembourg Finance Pledged Collateral, (c) as to the US Revolving Facility Agreement or the US Term Facility Agreement, the US Facilities Collateral and (d) as to each Credit Agreement referred to above, but subject to Article XI, all Collateral subject to any Junior Lien securing the Obligations under and as defined in such Credit Agreement.

*“Applicable Collateral Agent Obligations”* means, as to any Class of Obligations, any Collateral Agent Obligations under the Credit Agreement or any other agreement or instrument governing the Obligations of such Class and any Collateral Agent Obligations under this Agreement or any Other Security Document to the extent related to the Obligations of such Class.

*“Applicable Credit Agreement”* means (a) as to the ABL Facilities Collateral, the ABL Facilities Agreement, (b) as to the European Facilities Collateral, the European Facilities Agreement, (c) as to the Luxembourg Finance Pledged Collateral, the European Facilities Agreement, (d) as to the US Facilities Collateral, the US Revolving Facility Agreement and the US Term Facility Agreement and (e) as to each class of Collateral referred to above, when all loans under the applicable Credit Agreement or Credit Agreements referred to above have been repaid, no letters of credit issued under such Credit Agreement or Credit Agreements shall be outstanding and the commitments of the Lenders under such Credit Agreement or Credit Agreements shall have terminated, any Credit Agreement under which Obligations secured by a Junior Lien on such Collateral shall be outstanding (or, if there shall be more than one such Credit Agreement, the Credit Agreement under which the Obligations secured by the most senior Lien on such Collateral shall be outstanding).

*“Applicable Guarantors”* means, as to any Class of Obligations, each Guarantor for which the Obligations of such Class constitute Guaranteed Obligations.

*“Applicable Senior Liens”* means (a) as to the ABL Facilities Junior Liens, the Liens on the ABL Facilities Collateral securing the ABL Facilities Obligations and the Applicable Collateral Agent Obligations, (b) as to the Luxembourg Finance Junior Liens, the Liens on the Luxembourg Finance Pledged Collateral securing the European Facilities Obligations referred to therein and the Applicable Collateral Agent Obligations, (c) as to the US Facilities Junior Liens, the Liens on the US Facilities Collateral securing the US Facilities Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations, (d) as to the European Facilities Junior Liens, the Liens on the ABL Facilities Collateral and the US Facilities Collateral securing the ABL Facilities Obligations, the US Facilities Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations and (e) as to the ABL Tranche B Junior Liens, all Liens securing the ABL Facilities Revolving Obligations and the ABL Facilities Tranche A Term Obligations.

*“Applicable Senior Obligations”* means, as to any Obligations secured by Junior Liens, the Obligations secured by the Applicable Senior Liens.

*“Article 9 Collateral”* means the ABL Facilities Collateral and the US Facilities Article 9 Collateral.

*“Bankruptcy Code”* means Title 11 of the U.S. Code.

*"Borrowers"* means, collectively, the "Borrower" or "Borrowers" under and as defined in each of the Credit Agreements.

*"Canadian Intellectual Property Collateral"* means all Intellectual Property in which security interests are created under the Canadian Security Agreements.

*"Canadian Security Agreements"* means the Canadian Guarantee and Collateral Agreement between Goodyear Canada Inc. and the Collateral Agent, and the Quebec Hypothec (as defined in the Canadian Guarantee and Collateral Agreement).

*"Claiming Party"* has the meaning assigned to such term in Section 7.02.

*"Class"* refers to the Obligations described in any one of clauses (a) through (g) of the definition of "Obligations" (the Obligations described in each clause of the definition of "Obligations" constituting a separate Class of Obligations).

*"Collateral"* means the Pledged Collateral, the Article 9 Collateral, the US Facilities Mortgaged Collateral and the European Facilities Collateral.

*"Collateral Agent Obligations"* means all obligations, monetary and otherwise, of any Credit Party to the Collateral Agent, or to its Related Parties in connection with acts or omissions related to its role as Collateral Agent, under this Agreement or any other Credit Document, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

*"Consent Asset"* means any asset or right of a Grantor the creation of a security interest in which would be prohibited by or not be effective under applicable law or would violate or result in a default under any agreement or instrument in effect on the date hereof (or in the case of any future Grantor on the date it becomes a Grantor) between such Grantor and any Person other than (a) the Company, (b) any Wholly Owned Subsidiary or (c) any Subsidiary that is not a Wholly Owned Subsidiary unless the waiver of such default or violation would require the consent of any Person other than the Company or another Subsidiary; *provided* that no asset or right shall be a Consent Asset to the extent that Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the applicable jurisdiction, or any other law of the applicable jurisdiction, shall permit (and excuse any default or violation resulting from) the creation of a security interest in such asset or right notwithstanding the provision of such agreement or instrument prohibiting the creation of a security interest therein or shall render such provision unenforceable.

*"Consent Subsidiary"* has the meaning assigned to such term in the US Facilities Agreements or, if the US Facilities Agreements are no longer in effect, the ABL Facilities Agreement.

*"Control Notice"* has the meaning assigned to such term in each Lockbox Agreement.

*"Contributing Party"* has the meaning assigned to such term in Section 7.02.

***“Copyright License”*** means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any US Facilities Grantor or that such Grantor otherwise has the right to license, or granting any right to any US Facilities Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

***“Copyrights”*** means all of the following now owned or hereafter acquired by any US Facilities Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

***“Credit Agreements”*** means the US Revolving Facility Agreement, the US Term Facility Agreement, the European Facilities Agreement and the ABL Facilities Agreement.

***“Credit Document”*** means each agreement, instrument or document that is a “Credit Document” under and as defined in any one or more of the Credit Agreements.

***“Credit Parties”*** means the Company and each other Borrower, Grantor and Guarantor.

***“Deposit Account Institution”*** means each financial institution at which a Deposit Account in the Lockbox System is maintained.

***“Equity Interests”*** means shares of capital stock, partnership interests, membership interests in limited liability companies, beneficial interests in trusts or other equity ownership interests in any Persons, and any warrants, options or other rights entitling the holders thereof to purchase or acquire any such equity interests.

***“European Facilities Agreement”*** means the \$650,000,000 Term Loan and Revolving Credit Agreement dated as of March 31, 2003, among the JV, the other borrowers thereunder, certain lenders, JPMCB, as administrative agent, and Deutsche Bank AG, as syndication agent, as amended by the First Amendment thereto dated as of February 19, 2004, and as further amended from time to time.

***“European Facilities Collateral”*** means all the assets and rights (other than the Luxembourg Finance Pledged Collateral) subject to Liens created under the European Facilities Security Documents to secure the European Facilities Obligations or any of them; *provided, however*, that, notwithstanding anything to the contrary in any of the European Facilities Security Documents, the European Facilities Collateral shall not include any Consent Assets.

***“European Facilities Grantors”*** means the Company, the JV, each Subsidiary that is listed under the heading “European Facilities Grantor” on the signature pages hereto or that becomes a European Facilities Grantor pursuant to Section 13.14.

***“European Facilities Guarantors”*** means the Company, the JV and the European Subsidiary Guarantors.

***“European Facilities Junior Liens”*** means all Liens on the ABL Facilities Collateral and the US Facilities Collateral securing any European Facilities Obligations.

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*“European Facilities Obligations”* means the “Obligations” under and as defined in the European Facilities Agreement (other than any Collateral Agent Obligations).

*“European Facilities Revolving Lenders”* means the “Revolving Lenders” under and as defined in the European Facilities Agreement.

*“European Facilities Revolving Obligations”* means all obligations of the US Guarantors under Guarantees of the “Revolving Obligations” under and as defined in the European Facilities Agreement, including the Guarantees granted under Article II.

*“European Facilities Secured Parties”* means the “Secured Parties” under and as defined in the European Facilities Agreement.

*“European Facilities Security Documents”* means the “Security Documents” (other than the Luxembourg Finance Pledge Agreement), as defined in the European Facilities Agreement (other than the Luxembourg Finance Pledge Agreement).

*“European Facilities Term Lenders”* means the “Term Lenders” under and as defined in the European Facilities Agreement.

*“European Revolving Facilities Secured Parties”* means the European Facilities Secured Parties, other than any European Facilities Term Lender that is not also a European Facilities Revolving Lender.

*“European Subsidiary Guarantors”* means each Subsidiary that is listed under the heading “European Facilities Guarantor” on the signature pages hereto or that becomes a European Facilities Guarantor pursuant to Section 13.14.

*“Excluded Equity Interests”* means (a) Equity Interests in any Subsidiary with consolidated assets not greater than \$10,000,000 as of December 31, 2002, or if such Equity Interests are acquired by the Company or a Subsidiary after the Original Signing Date, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of either of the US Facilities Agreements, (b) Equity Interests in any Consent Subsidiary, (c) Equity Interests in Goodyear Canada Inc. and Goodyear S.A. and (d) Equity Interests in any Foreign Subsidiary with respect to which a Financial Officer has delivered a certificate in accordance with clause (B) of the proviso in Section 5.08(b) of either of the US Facilities Agreements.

*“Excluded Operating Account”* means payroll and other operating accounts of the Company or any other ABL Facilities Grantor that are not used to receive (a) payments from any Account Debtor in respect of Accounts or (b) payments in respect of Inventory, and containing only such amounts as are required in the Company’s or such other ABL Facilities Grantor’s good faith judgment for near-term operational purposes.

*“FAA”* means the Federal Aviation Administration or the United States Department of Transportation or both, as the context may require, or any successors thereto.

*“Federal Securities Laws”* has the meaning assigned to such term in Section 6.05.

*"Foreign Subsidiary"* means any Subsidiary organized under the laws of a jurisdiction other than the United States or any of its territories or possessions or any political subdivision thereof.

*"General Intangibles"* means, as to any ABL Facilities Grantor or US Facilities Grantor, all choses in action and causes of action and all other intangible personal property of every kind and nature (other than Accounts) now owned or hereafter acquired by such Grantor, including to the extent relevant corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and, in the case of any ABL Facilities Grantor only, any letter of credit, guarantee, claim, security interest or other security held by or granted to such Grantor to secure payment by an Account Debtor of any Accounts.

*"Goodyear Venezuela Transaction"* means the sale of up to 14% of the Equity Interests of C.A. Goodyear de Venezuela held by the Company to Goodyear do Brasil Produtos de Borraca Ltda. in a transaction permitted by the Credit Agreements.

*"Grantors"* means the ABL Facilities Grantors, the European Facilities Grantors and the US Facilities Grantors.

*"Guaranteed Obligations"* means (a) with respect to the Company, the European Facilities Obligations and the US Miscellaneous Obligations and, with respect to each of the foregoing, the Applicable Collateral Agent Obligations, (b) with respect to each US Subsidiary Guarantor, the US Revolving Facility Obligations, the US Term Facility Obligations, the ABL Facilities Obligations, the European Facilities Obligations, the US Miscellaneous Obligations and, with respect to each of the foregoing, the Applicable Collateral Agent Obligations, (c) with respect to the JV, the European Facilities Obligations and the Applicable Collateral Agent Obligations and (d) with respect to each European Subsidiary Guarantor, the European Facilities Obligations and the Applicable Collateral Agent Obligations.

*"Guarantors"* means the US Guarantors and the European Facilities Guarantors.

*"Indemnified Party"* has the meaning assigned to such term in Section 10.04.

*"Indenture Basket"* means 15% of the Shareholders' Equity of the Company (as defined in the Indentures), as at the last day of the most recently ended fiscal quarter of the Company as of the date hereof, as reported on the applicable consolidated balance sheet of the Company.

*"Indenture Properties"* means the "Restricted Property" (as defined in the Indentures) of the Company and each "Restricted Subsidiary" (as defined in the Indentures).

*"Indentures"* means (a) the Indenture dated as of March 15, 1996, between the Company and Chemical Bank, as trustee, (b) the Indenture dated as of March 1, 1999, between the Company and The Chase Manhattan Bank, as trustee, and (c) the Indenture dated as of June 1, 2002, between the Company and JPMCB, as trustee.

*"Intellectual Property"* means, as to any US Grantor, all intellectual and similar property of every kind and nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or

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proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Intercompany Indebtedness"* means any Indebtedness of the Company or any Subsidiary to the Company or any other Subsidiary.

*"Intercompany Obligor"* means, with respect to any Intercompany Indebtedness, the obligor in respect of such Intercompany Indebtedness.

*"Junior Liens"* means the ABL Facilities Junior Liens, the Luxembourg Finance Junior Liens, the US Facilities Junior Liens, the European Facilities Junior Liens and the ABL Tranche B Junior Liens.

*"JV"* means Goodyear Dunlop Tires Europe B.V., a Subsidiary organized in the Netherlands and a joint venture of the Company and Sumitomo Rubber Industries.

*"Lenders"* means, collectively, the "Lenders" under and as defined in each of the Credit Agreements.

*"License"* means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any US Facilities Grantor is a party.

*"Lien Subordination and Intercreditor Agreement"* means the Lien Subordination and Intercreditor Agreement to be entered into among JPMorgan Chase Bank, as Collateral Agent under the Security Documents, the collateral agent or collateral agents for holders of Senior Subordinated-Lien Indebtedness and the subsidiaries of the Company named therein, as amended from time to time.

*"Local Collection Account"* means a deposit account of a Grantor not subject to the control of the Collateral Agent pursuant to the Lockbox System; provided that (a) such account shall not receive any payments in respect of Accounts or Inventory other than that generated or sold by Goodyear's retail or Wingfoot divisions and (b) the applicable Grantor shall have irrevocably instructed the Deposit Account Institution at which such deposit account is maintained to remit all funds on deposit in such deposit account to a Deposit Account in the Lockbox System periodically, and in no event less frequently than weekly, such instructions to be given (i) in the case of a Local Collection Account in existence on the Effective Date, no later than 45 days after the Effective Date and (ii) in the case of a Local Collection Account opened after the Effective Date, as promptly as practicable (and in no event later than 10 Business Days) after the opening of such Local Collection Account.

*"Lockbox Agreement"* means a Lockbox Agreement in a form approved by the Collateral Agent, among a Grantor, the Collateral Agent and a Deposit Account Institution.

*"Lockbox System"* has the meaning assigned to such term in Section 4.07.

*"Luxembourg Finance"* means Goodyear Finance Holding S.A.

*“Luxembourg Finance Junior Liens”* means all Liens on the Luxembourg Finance Pledged Collateral securing the US Facilities Obligations or the ABL Facilities Obligations.

*“Luxembourg Finance Pledge Agreement”* means the pledge over shares of Goodyear Finance Holdings S.A. between the Company, Goodyear International Corporation and the Collateral Agent dated April 1, 2003, as amended from time to time.

*“Luxembourg Finance Pledged Collateral”* means all the Company’s right, title and interest in, to and under (a) the Equity Interests in Luxembourg Finance owned by it on the date hereof or obtained by it in the future, (b) subject to the provisions of the Luxembourg Finance Pledge Agreement, all payments of dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, such Equity Interests; (c) subject to the provisions of the Luxembourg Finance Pledge Agreement, all rights and privileges of the Company with respect to the securities and other property referred to in clauses (a) and (b) above; and (d) all Proceeds of any of the foregoing.

*“Majority Lenders”* means, as to any Credit Agreement, the “Majority Lenders” under and as defined in such Credit Agreement.

*“Material Intellectual Property”* means “Material Intellectual Property” under and as defined in each of the US Facilities Agreements.

*“Mortgaged Properties”* means the properties subject to the US Facilities Mortgages.

*“New York UCC”* means the Uniform Commercial Code as from time to time in effect in the State of New York.

*“Obligations”* means (a) the US Revolving Facility Obligations, (b) the US Term Facility Obligations, (c) the ABL Facilities Obligations, (d) the European Facilities Obligations, (e) the US Miscellaneous Obligations, (f) the Swiss Franc Obligations and (g) the Collateral Agent Obligations.

*“Original Signing Date”* means March 31, 2003.

*“Other Security Documents”* means the European Facilities Security Documents, the Luxembourg Finance Pledge Agreement, the Canadian Security Agreements, the US Facilities Foreign Pledge Agreements and the US Facilities Mortgages.

*“Patent License”* means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any US Facilities Grantor or that any US Facilities Grantor otherwise has the right to license, is in existence, or granting to any US Facilities Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any such Grantor under any such agreement.

*“Patents”* means all of the following now owned or hereafter acquired by any US Facilities Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the

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United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II to the Perfection Certificate, as updated from time to time pursuant to Section 4.04(c), and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*"Perfection Certificate"* means a certificate substantially in the form of Exhibit I.

*"Pledged Collateral"* means the US Facilities Pledged Collateral, the Luxembourg Finance Pledged Collateral and any Equity Interests or Indebtedness pledged under the European Facilities Security Documents (and all stock certificates, promissory notes or other securities evidencing any of such Equity Interests or Indebtedness).

*"RBC Deposit Account"* means the Deposit Account maintained with The Royal Bank of Canada, with respect to which a Lockbox Agreement shall have been executed by the applicable ABL Facilities Grantor and The Royal Bank of Canada.

*"Secured Parties"* means, collectively, (a) the US Revolving Facility Secured Parties, (b) the US Term Facility Secured Parties, (c) the ABL Facilities Secured Parties, (d) the European Facilities Secured Parties, (e) the US Miscellaneous Secured Parties, (f) the Swiss Franc Secured Parties, (g) the Collateral Agent and (h) the successors and assigns of each of the foregoing.

*"Security Documents"* means this Agreement and the Other Security Documents.

*"Swap Agreement"* means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates or prices for one or more currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

*"Swiss Franc Bond Agreement"* means the Bond Agreement dated as of March 17, 1986, between the Company and Union Bank of Switzerland, Credit Suisse, Morgan Stanley S.A. and Swiss Bank Corporation, as in effect on the date hereof.

*"Swiss Franc Secured Parties"* means the holders from time to time of the Swiss Franc Obligations.

*"Swiss Franc Obligations"* means the "Bonds", as defined in the Swiss Franc Bond Agreement.

*"Trademark License"* means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any US Facilities Grantor or that any such Grantor otherwise has the right to license, or granting to any US Facilities Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any such Grantor under any such agreement.



***“Trademarks”*** means all of the following now owned or hereafter acquired by any US Facilities Grantor: (a) all 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 II to the Perfection Certificate, as updated from time to time pursuant to Section 4.04(c), (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

***“US Facilities Agreements”*** means the US Revolving Facility Agreement and the US Term Facility Agreement.

***“US Facilities Article 9 Collateral”*** means any and all of the following assets and properties now owned or at any time hereafter acquired by any US Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest: (a) all Documents; (b) all Equipment (other than fixtures to real property not constituting Mortgaged Properties); (c) all General Intangibles; (d) all Instruments; (e) all Investment Property (other than (i) US Facilities Pledged Equity Interests, (ii) Equity Interests in Luxembourg Finance, (iii) the Equity Interests described in clauses (b), (c) and (d) of the definition of Excluded Equity Interests and (iv) Proceeds in respect of Equity Interests described in clauses (i), (ii) and (iii)); (f) all Letter-of-Credit rights; (g) all books and records pertaining to any of the foregoing; (h) all Aircraft Collateral; (i) all cash deposited to collateralize Letter of Credit reimbursement obligations pursuant to the US Revolving Facility Agreement and (j) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; *provided, however*, that, notwithstanding any of the foregoing provisions of this definition, the US Facilities Article 9 Collateral shall not include (i) any ABL Facilities Collateral or (ii) Consent Assets.

***“US Facilities Collateral”*** means the US Facilities Pledged Collateral, the US Facilities Article 9 Collateral, the US Facilities Mortgaged Collateral and the Canadian Intellectual Property Collateral.

***“US Facilities Foreign Pledge Agreements”*** means the “Foreign Pledge Agreements”, as defined in the US Facilities Agreements.

***“US Facilities Grantors”*** means the Company and each Subsidiary that is listed under the heading “US Facilities Grantor” on the signature pages hereto or that becomes a US Facilities Grantor pursuant to Section 13.14.

***“US Facilities Junior Liens”*** means all Liens on US Facilities Collateral securing the ABL Facilities Obligations or any European Facilities Obligations.

***“US Facilities Mortgaged Collateral”*** means all the assets and rights subject to Liens created under the US Facilities Mortgages.

***“US Facilities Mortgages”*** means the “Mortgages” under and as defined in the US Facilities Agreements.

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***“US Facilities Obligations”*** means the US Revolving Facility Obligations and the US Term Facility Obligations.

***“US Facilities Pledged Collateral”*** means (a) the US Facilities Pledged Equity Interests, (b) the US Facilities Pledged Debt Securities, (c) subject to Section 3.02, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in the preceding clauses (a) and (b); (d) subject to Section 3.02, all rights and privileges of such US Facilities Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing.

***“US Facilities Pledged Debt Securities”*** means all debt securities (as defined in Article 8 of the New York UCC) owned by any US Facilities Grantor on the date hereof or obtained by it in the future, and any promissory notes or other instruments evidencing any such debt securities.

***“US Facilities Pledged Equity Interests”*** means all Equity Interests in Subsidiaries (other than Luxembourg Finance and Excluded Equity Interests) owned by any US Facilities Grantor on the date hereof or obtained or owned by it in the future, and the certificates representing all the foregoing Equity Interests, including the Equity Interests listed on Schedule 3A to the Perfection Certificate, as updated from time to time pursuant to Section 4.04(c); *provided* that the US Facilities Pledged Equity Interests shall not include more than 65% of the issued and outstanding Equity Interests of any Foreign Subsidiary.

***“US Facilities Secured Parties”*** means the US Revolving Facility Secured Parties and the US Term Facility Secured Parties.

***“US Facilities Security Documents”*** means the “Security Documents”, as defined in the US Facilities Agreements.

***“US Grantors”*** means the ABL Facilities Grantors and the US Facilities Grantors.

***“US Guarantors”*** means the Company and the US Subsidiary Guarantors.

***“US Miscellaneous Obligations”*** means (a) the due and punctual payment and performance of all obligations of the Company or any Domestic Subsidiary under each Swap Agreement that (i) shall have been in effect on the Effective Date under and as defined in any of the US Facilities Agreements with a counterparty that shall have been a Lender or an Affiliate of a Lender under such US Facilities Agreement as of such Effective Date or (ii) shall have been entered into after such Effective Date with any counterparty that shall have been a Lender or an Affiliate of a Lender under such US Facilities Agreement at the time such Swap Agreement was entered into and (b) the due and punctual payment and performance of all obligations of the Company or any Domestic Subsidiary arising out of or in connection with cash management or similar services provided by any Lender.

***“US Miscellaneous Secured Parties”*** means the Lenders and other Persons to whom US Miscellaneous Obligations are owed.

*"US Revolving Facility Agreement"* means the \$750,000,000 Amended and Restated Revolving Credit Agreement dated as of March 31, 2003, among the Company, certain lenders and JPMCB, as administrative agent, as amended by the First Amendment thereto dated as of February 19, 2004, and as further amended from time to time.

*"US Revolving Facility Obligations"* means the "Obligations" under and as defined in the US Revolving Facility Agreement (other than any Collateral Agent Obligations).

*"US Revolving Facility Secured Parties"* means the "Secured Parties" under and as defined in the US Revolving Facility Agreement.

*"US Subsidiary Guarantors"* means each Subsidiary that is listed under the heading "US Guarantor" on the signature pages hereto or that becomes a US Guarantor pursuant to Section 13.14.

*"US Term Facility Agreement"* means the \$645,454,545 Term Loan Agreement dated as of March 31, 2003, among the Company, certain lenders, JPMCB, as administrative agent, and BNP Paribas, as syndication agent, as amended by the First Amendment thereto dated as of February 19, 2004, and as further amended from time to time.

*"US Term Facility Obligations"* means the "Obligations" under and as defined in the US Term Facility Agreement (other than any Collateral Agent Obligations).

*"US Term Facility Secured Parties"* means the "Secured Parties" under and as defined in the US Term Facility Agreement.

## ARTICLE II

### *Guarantees*

**SECTION 2.01. *Guarantees.*** Each Guarantor irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Guaranteed Obligations of such Guarantor, jointly with the other Applicable Guarantors and severally. Each of the Guarantors further agrees that its Guaranteed Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any such Guaranteed Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to any Borrower or other Credit Party of any of its Guaranteed Obligations, and also waives notice of acceptance of its guarantee, notice of protest for nonpayment and all similar formalities.

**SECTION 2.02. *Guarantee of Payment.*** Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of its Guaranteed Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of any Borrower or any other Person.

**SECTION 2.03. *No Limitations.*** (a) Except for termination of a Guarantor's obligations hereunder as expressly provided in Section 13.13, the obligations of each Guarantor

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hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations of such Guarantor or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Credit Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Credit Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Guaranteed Obligations of such Guarantor or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Guaranteed Obligations of such Guarantor; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of such Guarantor or otherwise operate as a discharge of such Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Guaranteed Obligations of such Guarantor). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Guaranteed Obligations of such Guarantor, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Guaranteed Obligations of such Guarantor, all without affecting the obligations of such Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of any Borrower or any other Credit Party or the unenforceability of the Guaranteed Obligations of such Guarantor or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Credit Party, other than the indefeasible payment in full in cash of all the Guaranteed Obligations of such Guarantor. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with any Borrower or any other Credit Party or exercise any other right or remedy available to them against any Borrower or any other Credit Party, in each case without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Guaranteed Obligations of such Guarantor have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any Borrower or any other Credit Party, as the case may be, or any security.

(c) Notwithstanding any provisions to the contrary contained in this Agreement, in respect of the obligations and liabilities of the Guarantors incorporated under the laws of France (the "French Guarantors") under this Article II, it is understood that: (i) the obligations and liabilities of French Guarantors in respect of the Guaranteed Obligations shall be limited in accordance with their respective financial resources in the following manner: (A) the obligations and liabilities of Dunlop France in respect of the Guaranteed Obligations shall be limited to an aggregate amount not exceeding \$150,000,000, (B) the obligations and liabilities of Goodyear France S.A. in respect of the Guaranteed Obligations shall be limited to an aggregate amount not exceeding \$50,000,000 and (C) the obligations and liabilities of any other Person becoming a French Guarantor in respect of the Guaranteed Obligations shall be limited to an aggregate

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amount not exceeding the amount indicated as such maximum amount in the agreement pursuant to which such Person shall become a French Guarantor.

(d) In the case of a Guarantor established in Germany as a limited liability company (*Gesellschaft mit beschränkter Haftung*) (a "German GmbH Guarantor"), or as a limited partnership (*Kommanditgesellschaft*) with a limited liability company (*Gesellschaft mit beschränkter Haftung*) as sole general partner (the "German GmbH & Co. KG Guarantor", together with any "German GmbH Guarantor" hereinafter referred to as "German Guarantor"), the enforcement against such German Guarantor of any and all claims arising under this Article II shall, if and to the extent that under this Article II the relevant German Guarantor guarantees obligations of any of the German Guarantor's affiliated companies (*verbundenes Unternehmen*) within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) (other than any of the German Guarantor's Subsidiaries), at all times be limited to an amount equal to the German GmbH Guarantor's, or in the case of a GmbH & Co. KG Guarantor its general partner's, assets (the calculation of which shall include all items set forth in §266(2) A, B and C of the German Commercial Code (*Handelsgesetzbuch*)) less the sum of (A) the German GmbH Guarantor's, or in the case of a GmbH & Co. KG Guarantor its general partner's, liabilities (the calculation of which shall include all items set forth in §266(3) B, C and D of the German Commercial Code), and (B) the registered share capital (*Stammkapital*) of the German GmbH Guarantor, or in the case of a German GmbH & Co. KG Guarantor of its general partner (the "Net Assets"). For the purposes of the calculation of the Net Assets loans and other contractual liabilities incurred in negligent or wilful violation of the provisions of the Credit Documents shall be disregarded. In addition, in case of an enforcement of the guarantee granted under this Article II, the German GmbH Guarantor, or in the case of a German GmbH & Co. KG Guarantor its general partner and the German GmbH & Co. KG Guarantor, shall realize, to the extent legally permitted and, in respect of the German GmbH Guarantor's, or in the case of a German GmbH & Co. KG Guarantor its general partner's and the German GmbH & Co. KG Guarantor's, business, commercially justifiable, in a situation where the German GmbH Guarantor, or in the case of a German GmbH & Co. KG Guarantor its general partner and the German GmbH & Co. KG Guarantor, does not have sufficient Net Assets to maintain its registered share capital, any and all of its assets that are shown in the balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the assets if such asset is not necessary for the German GmbH Guarantor's, or in the case of a German GmbH & Co. KG Guarantor its general partner's and the German GmbH & Co. KG Guarantor's, business (*betriebsnotwendig*).

**SECTION 2.04. *Reinstatement.*** Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation of such Guarantor is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of any Borrower, any other Credit Party or otherwise.

**SECTION 2.05. *Agreement To Pay; Subrogation.*** In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Borrower or any other Credit Party to pay any Guaranteed Obligation of any Guarantor when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, such Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Guaranteed Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against any Borrower or any other Credit Party arising as a result thereof by way of right of subrogation, contribution, reimbursement,

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indemnity or otherwise shall in all respects be subordinate to the Obligations of such Borrower or Credit Party on the terms set forth in Article XII.

**SECTION 2.06. *Information.*** Each Guarantor assumes all responsibility for being and keeping itself informed of each relevant Borrower's and each other relevant Credit Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations of such Guarantor and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

### ARTICLE III

#### *Pledge of Securities*

**SECTION 3.01. *Pledge.*** (a) As security for the payment or performance, as the case may be, in full of the US Revolving Facility Obligations, the US Term Facility Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns a security interest in all such US Facilities Grantor's right, title and interest in, to and under the US Facilities Pledged Collateral, to have and to hold all such US Facilities Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, for the benefit of the US Facilities Secured Parties, the US Miscellaneous Secured Parties and the Collateral Agent; *subject, however,* to the terms, covenants and conditions hereinafter set forth.

(b) As security for the payment or performance, as the case may be, in full of the ABL Facilities Revolving Obligations the ABL Facilities Tranche A Term Obligations and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns a security interest in all such US Facilities Grantor's right, title and interest in, to and under the US Facilities Pledged Collateral, to have and to hold all such US Facilities Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, for the benefit of the ABL Facilities Secured Parties and the Collateral Agent; *subject, however,* to the terms, covenants and conditions hereinafter set forth. The ABL Facilities Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior, second priority basis and shall be subordinated as described in, and subject to, Article XI.

(c) As security for the payment or performance, as the case may be, in full of the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns a security interest in all such US Facilities Grantor's right, title and interest in, to and under the US Facilities Pledged Collateral, to have and to hold all such US Facilities Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, for the benefit of the ABL Facilities Secured Parties; *subject, however,* to the terms, covenants and conditions hereinafter set forth. The ABL Facilities Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior, third priority basis and shall be subordinated as described in, and subject to, Article XI.

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(d) As security for the payment or performance, as the case may be, in full of the European Facilities Revolving Obligations and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, effective upon the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, a security interest in all such US Facilities Grantor's right, title and interest in, to and under the US Facilities Pledged Collateral, to have and to hold all such US Facilities Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, for the benefit of the European Revolving Facility Secured Parties; *subject, however,* to the terms, covenants and conditions hereinafter set forth. The European Revolving Facility Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior, fourth priority basis and shall be subordinated as described in, and subject to, Article XI.

**SECTION 3.02. *Voting Rights; Dividends and Interest.*** (a) Unless and until an Event of Default (as defined in any Credit Agreement (other than the European Facilities Agreement prior to the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness)) shall have occurred and be continuing and the Collateral Agent shall have notified the US Facilities Grantors that their rights under this Section 3.02 are being suspended:

(i) Each US Facilities Grantor shall be entitled to exercise any and all voting and/or other rights and powers inuring to an owner of US Facilities Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement and the Credit Agreements, including the right to sell or otherwise transfer such US Facilities Pledged Collateral in accordance with the terms of the Credit Agreements.

(ii) The Collateral Agent shall execute and deliver to each US Facilities Grantor, or cause to be executed and delivered to such US Facilities Grantor, all such proxies, powers of attorney, certificates and other instruments as such US Facilities Grantor may reasonably request for the purpose of enabling such US Facilities Grantor to exercise the voting and/or rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each US Facilities Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the US Facilities Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreements, the other Credit Documents and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that would constitute US Facilities Pledged Equity Interests or US Facilities Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any US Facilities Pledged Collateral or received in exchange for US Facilities Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the US Facilities Pledged Collateral.

(b) Upon the occurrence and during the continuance of an Event of Default (as defined in any Credit Agreement (other than the European Facilities Agreement prior to the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness)), after the Collateral Agent shall have notified the US Facilities Grantors of the suspension of their rights under paragraph (a)(iii) of this Section, then all rights of any US Facilities Grantor to

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dividends, interest, principal or other distributions that such US Facilities Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any US Facilities Grantor contrary to the provisions of this Section shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such US Facilities Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the form in which so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 6.03. After all Events of Default have been cured or waived and the Company has delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall promptly repay to each US Facilities Grantor (without interest) all dividends, interest, principal or other distributions that such US Facilities Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default (as defined in any Credit Agreement (other than the European Facilities Agreement prior to the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness)), after the Collateral Agent shall have notified the US Facilities Grantors of the suspension of their rights under paragraph (a)(i) of this Section, then all rights of any US Facilities Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise directed by the Majority Lenders under any Credit Agreement, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the US Facilities Grantors to exercise such rights.

(d) Any notice given by the Collateral Agent to the US Facilities Grantors suspending their rights under paragraph (a) of this Section (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the US Facilities Grantors at the same or different times and (iii) may suspend the rights of the US Facilities Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

## ARTICLE IV

### *Security Interests in Personal Property*

SECTION 4.01. *Creation of Security Interests.* (a) As security for the payment or performance, as the case may be, in full of the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations, on an equal and ratable basis, and the Applicable Collateral Agent Obligations, each ABL Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the ABL Facilities Secured Parties

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holding such Obligations and the Collateral Agent, a security interest in all right, title or interest in or to any and all the ABL Facilities Collateral now owned or at any time hereafter acquired by such ABL Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest.

(b) As security for the payment or performance, as the case may be, in full of the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations, each ABL Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the ABL Facilities Secured Parties holding such Obligations and the Collateral Agent, a security interest in all right, title or interest in or to any and all the ABL Facilities Collateral now owned or at any time hereafter acquired by such ABL Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest; the ABL Facilities Secured Parties holding the ABL Facilities Tranche B Obligations and the Collateral Agent agree that the foregoing assignment, pledge and grant shall be on a junior, second priority basis and shall be subordinated as described in, and subject to, Article XI.

(c) As security for the payment or performance, as the case may be, in full of the US Facilities Obligations and the US Miscellaneous Obligations, on an equal and ratable basis, and, as to each such Class of Obligations, the Applicable Collateral Agent Obligations, each ABL Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the US Facilities Secured Parties, the US Miscellaneous Secured Parties and the Collateral Agent, a security interest in, all right, title or interest in or to any and all the ABL Facilities Collateral now owned or at any time hereafter acquired by such ABL Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest; the US Facilities Secured Parties, the US Miscellaneous Secured Parties and the Collateral Agent agree that the foregoing assignment, pledge and grant shall be on a junior, third priority basis and shall be subordinated as described in, and subject to, Article XI.

(d) As security for the payment or performance, as the case may be, in full of the European Facilities Revolving Obligations and the Applicable Collateral Agent Obligations, each ABL Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, effective upon the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, for the benefit of the European Revolving Facility Secured Parties and the Collateral Agent, a security interest in all right, title or interest in or to any and all the ABL Facilities Collateral now owned or at any time hereafter acquired by such ABL Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest; the European Revolving Facility Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior, fourth priority basis and shall be subordinated as described in, and subject to, Article XI.

(e) As security for the payment or performance, as the case may be, in full of the US Facilities Obligations and the US Miscellaneous Obligations, on an equal and ratable basis, and, as to each such Class of Obligations, the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the US Facilities Secured Parties, the US Miscellaneous Secured Parties and the Collateral Agent, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral (other than, in the case of the Company only, any such US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement) now owned or at any time hereafter acquired by such US Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest.

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(f) As security for the payment or performance, as the case may be, in full of the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations, on an equal and ratable basis, and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the ABL Facilities Secured Parties holding such Obligations and the Collateral Agent, a security interest in, all right, title or interest in or to any and all the US Facilities Article 9 Collateral (other than, in the case of the Company only, any such US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement) now owned or at any time hereafter acquired by such US Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest; the ABL Facilities Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior, second priority basis and shall be subordinated as described in, and subject to, Article XI.

(g) As security for the payment or performance, as the case may be, in full of the ABL Facilities Tranche B Term Obligations, on an equal and ratable basis, and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the ABL Facilities Secured Parties holding such Obligations and the Collateral Agent, a security interest in, all right, title or interest in or to any and all the US Facilities Article 9 Collateral (other than, in the case of the Company only, any such US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement) now owned or at any time hereafter acquired by such US Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest; the ABL Facilities Secured Parties holding the ABL Facilities Tranche B Obligations agree that the foregoing assignment, pledge and grant shall be on a junior, third priority basis and shall be subordinated as described in, and subject to, Article XI.

(h) As security for the payment or performance, as the case may be, in full of the European Facilities Revolving Obligations and the Applicable Collateral Agent Obligations, each US Facilities Grantor hereby grants to the Collateral Agent, its successors and assigns, effective upon the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, for the benefit of the European Revolving Facility Secured Parties and the Collateral Agent, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral (other than, in the case of the Company only, any such US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement) now owned or at any time hereafter acquired by such US Facilities Grantor or in which such US Facilities Grantor now has or at any time in the future may acquire any right, title or interest; the European Revolving Facility Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior, fourth priority basis and shall be subordinated as described in, and subject to, Article XI.

(i) As security for the payment or performance, as the case may be, in full of the US Facilities Obligations and the US Miscellaneous Obligations, on an equal and ratable basis, and the Applicable Collateral Agent Obligations, the Company hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the US Facilities Secured Parties, the US Miscellaneous Secured Parties and the Collateral Agent, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement, now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest; *provided*, that the aggregate amount of the US Facilities Obligations, Collateral Agent Obligations and US Miscellaneous Obligations that are secured by (i) the security interest granted under this paragraph, and (ii) any Liens on US Facilities Collateral owned by the Company

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constituting “manufacturing facilities”, as defined in the Swiss Franc Bond Agreement, that are created under the US Facilities Mortgages and are not for the equal and ratable benefit of the Swiss Franc Obligations, shall not exceed the amount, if any, that can be so secured without violation of the Swiss Franc Bond Agreement.

(j) As security for the payment or performance, as the case may be, in full of the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations, on an equal and ratable basis, and the Applicable Collateral Agent Obligations, the Company hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the ABL Facilities Secured Parties holding such Obligations and the Collateral Agent, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral constituting a “manufacturing facility”, as defined in the Swiss Franc Bond Agreement, now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest; *provided*, that the aggregate amount of the US Facilities Obligations, US Miscellaneous Obligations, ABL Facilities Revolving Obligations, ABL Facilities Tranche A Term Obligations and Collateral Agent Obligations and that are secured by (i) the security interest granted under this paragraph, (ii) the security interest granted under paragraph (i) above and (iii) any Liens on US Facilities Collateral owned by the Company constituting “manufacturing facilities”, as defined in the Swiss Franc Bond Agreement, that are created under the US Facilities Mortgages and the ABL Facilities Mortgages and are not for the equal and ratable benefit of the Swiss Franc Obligations, shall not exceed the amount, if any, that can be so secured without violation of the Swiss Franc Bond Agreement. The ABL Facilities Secured Parties holding the ABL Facilities Revolving Obligations and the ABL Facilities Tranche A Term Obligations agree that the foregoing assignment, pledge and grant shall be on a junior, second priority basis and shall be subordinated as described in, and subject to, Article XI.

(k) As security for the payment or performance, as the case may be, in full of the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations, the Company hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the ABL Facilities Secured Parties holding such Obligations and the Collateral Agent, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral constituting a “manufacturing facility”, as defined in the Swiss Franc Bond Agreement, now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest; *provided*, that the aggregate amount of the US Facilities Obligations, US Miscellaneous Obligations, ABL Facilities Revolving Obligations, ABL Facilities Tranche A Term Obligations and Collateral Agent Obligations and that are secured by (i) the security interest granted under this paragraph, (ii) the security interest granted under paragraphs (i) and (j) above and (iii) any Liens on US Facilities Collateral owned by the Company constituting “manufacturing facilities”, as defined in the Swiss Franc Bond Agreement, that are created under the US Facilities Mortgages and the ABL Facilities Mortgages and are not for the equal and ratable benefit of the Swiss Franc Obligations, shall not exceed the amount, if any, that can be so secured without violation of the Swiss Franc Bond Agreement. The ABL Facilities Secured Parties holding the ABL Facilities Tranche B Term Obligations agree that the foregoing assignment, pledge and grant shall be on a junior, third priority basis and shall be subordinated as described in, and subject to, Article XI.

(l) As security for the payment or performance, as the case may be, in full of the US Facilities Obligations, the US Miscellaneous Obligations, the ABL Facilities Obligations and the Swiss Franc Obligations, on an equal and ratable basis (but subject, as among the US Facilities Obligations and US Miscellaneous Obligations, the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations and the ABL Facilities Tranche B

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Term Obligations, to the provisions of Article XI) and, as to each such Class of Obligations, the Applicable Collateral Agent Obligations, the Company hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the US Facilities Secured Parties, the US Miscellaneous Secured Parties, the ABL Facilities Secured Parties, the Swiss Franc Secured Parties and the Collateral Agent, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement, now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest; the foregoing assignment, pledge and grant shall be on a junior, fourth priority basis and shall be subordinated to the assignments, pledges and grants pursuant to paragraphs (i), (j) and (k) above.

(m) Notwithstanding anything in this Section or in any Other Security Document to the contrary, the aggregate amount of the US Facilities Obligations, ABL Facilities Obligations and Swiss Franc Obligations secured by (i) the security interests granted under this Section, and (ii) any Liens created under the US Facilities Mortgages and ABL Facilities Mortgages, in each case in or on the Indenture Properties shall not exceed the Indenture Basket (it being agreed that Obligations excluded by this paragraph from the benefits of such security interests in and Liens on the Indenture Properties will be determined based on the priority of the security interests and Liens securing the applicable Obligations, with the Obligations secured by the most junior security interests and Liens being the first excluded).

(n) The security interests granted under this Section are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

**SECTION 4.02. *Certain Filings.*** (a) Each US Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral of such US Grantor or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such US Grantor is an organization, the jurisdiction in which it is organized, the type of organization and any organizational identification number issued to such Grantor and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates. Each US Grantor agrees to provide such information to the Collateral Agent promptly upon request. Each US Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(b) The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting any security interest granted by any US Grantor in any Material Intellectual Property, without the signature of such US Grantor, and naming such US Grantor or the US Grantors as debtors and the Collateral Agent as secured party.

**SECTION 4.03. *Representations and Warranties.*** The US Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that each US

Grantor has good and valid rights (including ownership rights) in the material Article 9 Collateral with respect to which it has purported to grant a security interest hereunder.

**SECTION 4.04. Covenants.** (a) Each US Grantor agrees promptly (and in any event within 30 days) to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number or (v) in its jurisdiction of organization. Each US Grantor agrees promptly to provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the first sentence of this paragraph.

(b) Each US Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as shall be consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such US Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any specified Article 9 Collateral.

(c) Each year, at the time of delivery of annual financial statements of the Company with respect to the preceding fiscal year pursuant to each Credit Agreement, the Company shall deliver to the Collateral Agent a certificate executed on behalf of the Company by a Financial Officer and a legal officer of the Company setting forth the information required pursuant to the Perfection Certificate (including the Schedules thereto) or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this paragraph, and setting forth for any Aircraft owned by any US Facilities Grantor and not already listed on Schedule I hereto information sufficient to permit the Collateral Agent to file notices of its security interests on such Aircraft with the Federal Aviation Administration, including the model number, the tail number, the name, the serial number and the location of such Aircraft (and Schedule I shall be automatically updated to list any Aircraft identified in any such certificate).

(d) The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the US Grantors' own cost and expense, to inspect the Article 9 Collateral and the premises upon which any of the Article 9 Collateral is located and to verify under reasonable procedures, in accordance with the provisions of each applicable Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, only after the occurrence and during the continuance of an Event of Default, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to the US Facilities Credit Agreements or the ABL Facilities Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any US Grantor fails to do so as required by any Credit

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Agreement or this Agreement, and each US Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided* that nothing in this paragraph shall be interpreted as excusing any US Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any US Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Credit Documents.

(f) The US Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment included in the Article 9 Collateral in accordance with the requirements set forth in the US Facilities Credit Agreements and the ABL Facilities Credit Agreement. Each US Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such US Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such US Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any US Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the US Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premiums and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the US Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(g) Each US Grantor shall maintain, in form and manner reasonably satisfactory to the Collateral Agent, records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto.

**SECTION 4.05. *Other Actions.*** In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the security interests created hereby, each US Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral: if any US Grantor shall at any time hold or acquire any Instrument representing Indebtedness in excess of \$3,000,000, such US Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

**SECTION 4.06. *Covenants Regarding Patent, Trademark and Copyright Collateral.*** (a) Each US Facilities Grantor agrees that it will not do or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing or omitting to do any act) whereby any Patent constituting Material Intellectual Property may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by such Patent with the relevant patent number consistent with good business judgment to establish and preserve its rights under applicable patent laws.

(b) Each US Facilities Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark constituting Material Intellectual Property, (i) maintain

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such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration consistent with good business judgment to establish and preserve its rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each US Facilities Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a Copyright constituting Material Intellectual Property, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice consistent with good business judgment to establish and preserve its rights under applicable copyright laws.

(d) Each US Facilities Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright constituting Material Intellectual Property may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such US Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same; provided that such notification need not be given if such impairment of such Intellectual Property is not material viewed against the Material Intellectual Property as a whole.

(e) Each US Facilities Grantor will take all steps consistent with good business judgment that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the Patents, Trademarks and/or Copyrights constituting Material Intellectual Property (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights constituting Material Intellectual Property, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(f) Upon and during the continuance of an Event of Default, each US Grantor shall endeavor in good faith to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such US Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

**SECTION 4.07. Lockbox System.** The ABL Facilities Grantors shall establish, subject to the control of the Collateral Agent pursuant to the Lockbox Agreements, a system of lockboxes and related Deposit Accounts (the "*Lockbox System*"). Each ABL Facilities Grantor agrees that it shall have no Deposit Accounts other than (a) Deposit Accounts in the Lockbox System, (b) Excluded Operating Accounts and (c) Local Collection Accounts, except during the period of 45 days following the Effective Date as contemplated by the next sentence. Each ABL Facilities Grantor further agrees (i) to execute and deliver, and to cause the Deposit Account Institution at which any Deposit Account (other than an Excluded Operating Account or a Local Collection Account) is maintained to execute and deliver, a Lockbox Agreement with respect to each such Deposit Account as promptly as practicable following (and in any event no later than 45 days following) the Effective Date, (ii) to notify and direct promptly each Account Debtor and

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every other Person obligated to make payments on Accounts or in respect of any Inventory to make all such payments directly to one or more Deposit Accounts in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, Local Collection Accounts) or related lockboxes, (iii) to use all reasonable efforts to cause each such Account Debtor and other Person to make all payments with respect to Accounts and Inventory directly to one or more Deposit Accounts in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, Local Collection Accounts) or related lockboxes, (iv) promptly to deposit all payments received by it on account of Accounts and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in one or more Deposit Accounts in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, Local Collection Accounts) or related lockboxes in the form in which received (but with any endorsements of such ABL Facilities Grantor necessary for deposit or collection), (v) to establish promptly after the Effective Date an ABL Collateral Proceeds Account in the United States, a U.S. dollar and a Canadian dollar ABL Collateral Proceeds Account in Canada and the RBC Deposit Account, in each case on terms reasonably satisfactory to the Collateral Agent and (vi) as promptly as practicable following (and in any event no later than 45 days following) the Effective Date, to implement agreements with the applicable Deposit Account Institutions under which all amounts on deposit in each Deposit Account (other than Excluded Operating Accounts and Local Collection Accounts) located in the United States and in Canada will be paid to the Collateral Agent for deposit in the ABL Collateral Proceeds Account located in the United States or in the RBC Account, respectively, at the end of each Business Day, and under which all amounts in the RBC Account will be paid not less often than weekly into the ABL Collateral Proceeds Accounts in Canada in same day funds. So long as no Event of Default under and as defined in the ABL Facilities Agreement (or, if the ABL Facilities Agreement shall no longer be in effect, under and as defined in either of the US Facilities Agreements) has occurred and is continuing, the Collateral Agent shall promptly (and no less frequently than each Business Day) remit any funds on deposit in each ABL Collateral Proceeds Account to one or more accounts of the Company that have been designated by the Company. Effective upon notice to the Company after the occurrence and during the continuance of an Event of Default under and as defined in the ABL Facilities Agreement (or, if the ABL Facilities Agreement shall no longer be in effect, under and as defined in either of the US Facilities Agreements), each ABL Collateral Proceeds Account, the RBC Deposit Account and each Deposit Account (other than Excluded Operating Accounts and Local Collection Accounts) will, without further action on the part of any ABL Facilities Grantor or the Collateral Agent, convert into a closed lockbox account under the sole dominion and control of the Collateral Agent in which all funds are held subject to the rights of the Collateral Agent hereunder. Without the prior written consent of the Collateral Agent, no ABL Facilities Grantor shall, in a manner adverse to the Secured Parties, change the general instructions given to Account Debtors in respect of payments to be deposited in the Lockbox System. Each ABL Facilities Grantor irrevocably authorizes the Collateral Agent, upon the occurrence of an Event of Default under and as defined in the ABL Facilities Agreement (or, if the ABL Facilities Agreement shall no longer be in effect, under and as defined in either of the US Facilities Agreements), to deliver a Control Notice under each Lockbox Agreement. The Collateral Agent agrees with each ABL Facilities Grantor that the Collateral Agent shall not give any instructions pursuant to any Lockbox Agreement terminating such Lockbox Agreement or the right of such ABL Facilities Grantor to make withdrawals from any Deposit Account in the Lockbox System unless an Event of Default under and as defined in the ABL Facilities Agreement (or, if the ABL Facilities Agreement shall no longer be in effect, under and as defined in either of the US Facilities Agreements) shall have occurred and be continuing or, after giving effect to any withdrawal, would occur. The Collateral Agent, in its capacity as Administrative Agent under the ABL Facilities Agreement, acknowledges and agrees that an instruction by a Grantor to pay an

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Account into the RBC Collection Account or a Deposit Account in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, a Local Collection Account) or a related lockbox, or, for a period of 45 days after the Effective Date, into any Deposit Account of such Grantor or related lockbox, shall constitute an instruction by such Grantor to pay such Account directly into a Deposit Account in the Lockbox System for purposes of clause (xxi) of the definition of "Eligible Accounts Receivable" contained in the ABL Facilities Agreement. The Company shall ensure that the aggregate amount contained in all Local Collection Accounts taken together shall not at any time exceed a maximum amount determined by the Administrative Agent in its sole discretion (not to be exercised unreasonably).

**SECTION 4.08. *Insurance.*** Each applicable US Grantor shall cause the Collateral Agent to be named as loss payee on all property insurance maintained in respect of property subject to US Facilities Mortgages and the ABL Facilities Mortgages.

## ARTICLE V

### *Other Pledges, Mortgages and Security Interests*

**SECTION 5.01. *Summary of Certain Other Security Documents.*** In addition to the security interests created under Articles III and IV the parties acknowledge that:

(a) The Company and the Collateral Agent are entering into the Luxembourg Finance Pledge Agreement under which the Company is pledging the Luxembourg Finance Pledged Collateral (i) on a senior basis to secure the European Facilities Obligations referred to therein and the Applicable Collateral Agent Obligations, (ii) on a junior, second lien basis to secure the US Facilities Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations, (iii) on a junior, third lien basis to secure the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations and the Applicable Collateral Agent Obligations and (iv) on a junior, fourth lien basis to secure the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations.

(b) The US Facilities Grantors are entering into the US Facilities Foreign Pledge Agreements listed in Schedule II, and may in the future enter into additional US Facilities Foreign Pledge Agreements, under which they are pledging Equity Interests in Foreign Subsidiaries owned by them (i) on a senior basis to secure the the US Facilities Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations, (ii) on a junior, second lien basis to secure the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations and the Applicable Collateral Agent Obligations, (iii) on a junior, third lien basis to secure the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations and (iv) after the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, on a junior, fourth lien basis to secure the European Facilities Revolving Obligations and the Applicable Collateral Agent Obligations.

(c) The US Facilities Grantors are entering into the US Facilities Mortgages listed in Schedule III under which they are mortgaging real properties and interests in real properties owned by them (i) on a senior basis to secure the US Facilities Obligations, the US Miscellaneous Obligations, the Applicable Collateral Agent Obligations, (ii) on a junior, second lien basis to secure the ABL Facilities Obligations and the Applicable Collateral Agent Obligations and, to the extent provided therein, to secure the Swiss Franc Obligations (but

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Obligations and the ABL Facilities Tranche B Term Obligations, to the provisions of Article XI and (iii) in the case of the Company's headquarters building in Akron, Ohio, after the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, on a junior, third lien basis to secure the European Facilities Revolving Obligations and the Applicable Collateral Agent Obligations.

(d) The European Facilities Grantors are entering into the European Facilities Security Documents listed in Schedule IV, and may in the future enter into additional European Facilities Security Documents, under which they are pledging and creating security interests in Equity Interests and other assets owned by them to secure the European Facilities Obligations referred to therein and the Applicable Collateral Agent Obligations.

(e) Certain ABL Facilities Grantors that are organized under the laws of Canada or one or more provinces thereof are entering into the Canadian Security Agreements, under which they are creating security interests (i) in the ABL Facilities Collateral owned by them to secure (A) on a senior basis the ABL Facilities Revolving Obligations, the ABL Facilities Tranche A Term Obligations and the Applicable Collateral Agent Obligations, (B) on a junior, second lien basis the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations and (C) on a junior, third lien basis the US Facilities Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations and (D) after the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, on a junior, fourth lien basis the European Facilities Revolving Obligations, and (ii) in the Canadian Intellectual Property Collateral owned by them to secure (A) on a senior basis the US Facilities Obligations, the US Miscellaneous Obligations and the Applicable Collateral Agent Obligations, (B) on a junior, second lien basis the ABL Facilities Tranche A Term Obligations and the Applicable Collateral Agent Obligations, (C) on a junior, third lien basis the ABL Facilities Tranche B Term Obligations and the Applicable Collateral Agent Obligations and (D) after the initial incurrence, issuance or sale by the Company of Senior Subordinated-Lien Indebtedness, on a junior, fourth lien basis the European Facilities Revolving Obligations.

**SECTION 5.02. *Other Security Documents Subject to This Agreement.*** (a)

The parties to the Other Security Documents shall observe the following provisions: (i) to the extent applicable, the provisions of Section 4.01 (i), (j), (l) and (m) (limiting the amount of certain Obligations secured by Collateral of the Company); (ii) the provisions of Section 6.03 (governing the distribution of the proceeds realized from the exercise of remedies under the Security Documents); (iii) the provisions of Article VIII (governing the manner in which Acts of the Secured Parties are to be evidenced and the manner in which the amounts of the Obligations at any time are to be determined); (iv) the provisions of Articles IX and X (relating to the duties and responsibilities of the Collateral Agent); (v) the provisions of Article XI (providing for the subordination of the Junior Liens created hereby and by certain of the Other Security Documents to the Applicable Senior Liens and the priming of certain Junior Liens); and (vi) the provisions of Section 13.13 (providing for releases of Guarantees of and Collateral securing the Obligations).

(b) Each of the US Facilities Mortgages (other than any US Facilities Mortgage that sets forth in full the provisions referred to in clauses (i) through (vi) of paragraph (a) above) shall contain a provision substantially to the effect set forth below (in the language of such Other Security Document) and satisfactory to the Collateral Agent and its counsel:

“THIS AGREEMENT AND THE PLEDGES, SECURITY INTERESTS AND OTHER LIENS AND CHARGES CREATED HEREBY ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE MASTER GUARANTEE AND COLLATERAL AGREEMENT

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DATED AS OF MARCH 31, 2003, AS AMENDED, AMONG THE GOODYEAR TIRE & RUBBER COMPANY, CERTAIN OF ITS SUBSIDIARIES AND JPMORGAN CHASE BANK, AS COLLATERAL AGENT, AND ANY PROVISION OF THIS AGREEMENT THAT IS INCONSISTENT WITH THE PROVISIONS OF SUCH MASTER GUARANTEE AND COLLATERAL AGREEMENT SHALL BE DEEMED FOR ALL PURPOSES TO HAVE BEEN AMENDED TO CONFORM IN ALL RESPECTS TO SUCH PROVISIONS.”

## ARTICLE VI

### *Remedies*

**SECTION 6.01. Remedies Upon Default.** Upon the occurrence and during the continuance of an Event of Default under and as defined in any Credit Agreement and the receipt by the Collateral Agent of an Act of the Majority Lenders (or, in the case of the ABL Facilities Agreement, the Majority Borrowing Base Lenders) under such Credit Agreement instructing it to exercise remedies, to the extent permitted by law (a) the Collateral Agent may demand that each Grantor deliver each item of Applicable Collateral owned or held by it to the Collateral Agent, and each Grantor agrees so to deliver all such Applicable Collateral, and (b) the Collateral Agent shall have the right to take any of or all the following actions at the same or different times with respect to any Applicable Collateral: (i) with respect to any Collateral consisting of Intellectual Property, on demand, to cause its security interest in such Collateral to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to grant any license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, with respect to any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (ii) with or without legal process and with or without prior notice or demand for performance, to take possession of the Applicable Collateral and without liability for trespass to enter any premises where the Applicable Collateral may be located for the purpose of taking possession of or removing the Applicable Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Applicable Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Applicable Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Applicable Collateral so sold. Each such purchaser at any sale of Applicable Collateral shall (to the extent permitted by law) hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

In the case of any Applicable Collateral that constitutes Article 9 Collateral, the Collateral Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its

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equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Applicable Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Applicable Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Applicable Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Applicable Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Applicable Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Applicable Collateral is made on credit or for future delivery, the Applicable Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Applicable Collateral so sold and, in case of any such failure, such Applicable Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Applicable Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor (to the extent permitted by law). For purposes hereof, a written agreement to purchase any Applicable Collateral or portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Applicable Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default under the applicable Credit Agreement shall have been remedied and the Obligations secured by the Applicable Collateral paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Applicable Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 6.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

**SECTION 6.02. *Exercise of Remedies under Other Security Documents.*** The Collateral Agent shall also have the right to exercise remedies provided for in each Other Security Document upon the occurrence and during the continuance of an Event of Default under and as defined in any Credit Agreement as to which the Collateral subject to such Other Security Document constitutes Applicable Collateral and the receipt by the Collateral Agent of an Act of the Majority Lenders under such Credit Agreement instructing it to exercise remedies.

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**SECTION 6.03. *Application of Proceeds.*** (a) Unless otherwise required by applicable law, the Collateral Agent shall apply the proceeds of the collection or sale of any Collateral securing any Obligations, including any Collateral consisting of cash, as follows:

**FIRST**, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement or any other Credit Document (in each case, insofar as they evidence, govern, secure or otherwise relate to such Obligations), or otherwise in connection with any of such Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Credit Document (in each case, insofar as they relate to such Obligations) on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Credit Document (in each case, insofar as they relate to such Obligations) at the direction or for the benefit of holders of such Obligations;

**SECOND**, to the payment of all such Obligations as shall be owed to the Administrative Agent or any Issuing Bank under and as defined in the Applicable Credit Agreement;

**THIRD**, to the payment in full of the other Obligations secured by such Collateral in accordance with the relative priorities of the Liens on such Collateral securing such Obligations as set forth herein and in the Other Security Documents, with Obligations secured by Liens of a higher priority being paid in full before any distribution is made in respect of Obligations secured by Liens of a lower priority (and, as between Obligations secured by Liens of the same priority, ratably in accordance with the amounts of such Obligations on the date of such application); *provided* that proceeds of US Facilities Collateral and ABL Facilities Collateral subject to European Facilities Junior Liens shall, after the payment of all Obligations secured by Applicable Senior Liens, be applied to the payment in full of the European Facilities Revolving Obligations and, to the extent required by the Lien Subordination and Intercreditor Agreement, to the payment of all other obligations secured by such Collateral on a *pari passu* basis with the European Facilities Revolving Obligations; and

**FOURTH**, to the applicable Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. If any US Facilities Mortgage shall be permitted under applicable law to secure only those US Facilities Obligations that constitute term Indebtedness, the proceeds of other US Facilities Collateral shall be distributed pursuant to Clause THIRD above in such a manner as shall be appropriate in the judgment of the Collateral Agent to offset any resulting distributions to holders of such term Indebtedness in excess of their ratable share of all distribution in respect of the US Facilities Collateral. For purposes of clause THIRD above, the Lien of any US Facilities Mortgage, insofar as it secures the Swiss Franc Obligations, will, to the maximum extent

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permitted under the Swiss Franc Bond Agreement, be deemed to be of a lower priority than the Lien of such US Facilities Mortgage insofar as it secures the US Facilities Obligations, the US Miscellaneous Obligations and the ABL Facilities Obligations. Notwithstanding the provisions of clause THIRD above, any US Facilities Article 9 Collateral consisting of cash deposited to collateralize Letter of Credit reimbursement obligations pursuant to the US Revolving Facility Agreement will be applied first against such reimbursement obligations.

**SECTION 6.04. *Grant of License to Use Intellectual Property.*** (a) Each Grantor hereby grants to the Collateral Agent, to the extent necessary to enable the Collateral Agent to exercise rights and remedies under this Agreement and the Other Security Documents at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, to the extent and only to the extent such license would not violate or result in a default under any license or other agreement, whether express or implied, between the Grantor and any Person other than a Wholly Owned Subsidiary. The rights of the Collateral Agent under such license may be exercised, at the option of the Collateral Agent, solely upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of any Event of Default.

(b) Notwithstanding any other provision contained in this Agreement, any security interest granted hereunder in any Collateral consisting of Intellectual Property to secure the Obligations of any Class shall be subject to the license granted under the preceding paragraph (a), as such license may be exercised for the benefit of the Secured Parties holding Obligations of any other Class, and any sale or transfer of Collateral consisting of Intellectual Property upon any exercise of remedies under this Agreement shall be made expressly subject to such license.

**SECTION 6.05. *Securities Act.*** In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "*Federal Securities Laws*") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single

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potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

**SECTION 6.06. *Registration.*** Each Grantor agrees that, upon the occurrence and during the continuance of an Event of Default, if for any reason the Collateral Agent desires to sell any of the Pledged Collateral at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Collateral under applicable law. Each Grantor further agrees to indemnify, defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses of the Collateral Agent's legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular relating to the offering for sale of any Pledged Collateral, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Collateral by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of the Pledged Collateral under the Blue Sky or other securities laws of such jurisdictions as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

## ARTICLE VII

### *Indemnity, Subrogation and Subordination*

**SECTION 7.01. *Indemnity and Subrogation.*** In addition to all such rights of indemnity and subrogation as the Grantors and Guarantors may have under applicable law (but subject to Section 7.03), the Company and each other Borrower agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of an Obligation of any Borrower, the Company and such Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such

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payment shall have been made to the extent of such payment and (b) in the event any assets of any Grantor shall be sold pursuant to this Agreement or any Other Security Document to satisfy in whole or in part an Obligation of any Borrower, the Company and such Borrower shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

**SECTION 7.02. *Contribution and Subrogation.*** Each US Guarantor and US Facilities Grantor, other than the Company, that has guaranteed, or granted Liens to secure, the Obligations of any Class under this Agreement or any Other Security Document (a "*Contributing Party*") agrees (subject to Section 7.03) that, in the event a payment shall be made by any other US Guarantor (other than the Company) hereunder in respect of Obligations of such Class or assets of any other US Facilities Grantor (other than the Company) shall be sold pursuant to any Security Document to satisfy Obligations of such Class and such other US Guarantor or US Facilities Grantor (the "*Claiming Party*") shall not have been fully indemnified by the applicable Borrower as provided in Section 7.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party and the denominator shall be the aggregate net worth of all the US Guarantors and US Facilities Grantors, other than the Company, that have guaranteed or granted Liens to secure the Obligations of such Class. For the purposes of the previous sentence, the net worth of each Guarantor and Grantor shall be determined on the Effective Date (or, in the case of any US Guarantor or US Facilities Grantor becoming a US Guarantor or US Facilities Grantor after the Original Signing Date, the date on which such US Guarantor or US Facilities Grantor shall have become a US Guarantor or US Facilities Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section shall be subrogated to the rights of such Claiming Party under Section 7.01 to the extent of such payment.

**SECTION 7.03. *Subordination.*** (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors and Grantors under Sections 7.01 and 7.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations, and no Guarantor or Grantor shall seek to enforce any of such rights until the Obligations have been paid in full. No failure on the part of any Borrower or any Guarantor or Grantor to make the payments required by Sections 7.01 and 7.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor or Grantor with respect to its obligations hereunder, and each Guarantor and Grantor shall remain liable for the full amount of the obligations of such Guarantor or Grantor hereunder.

(b) To the fullest extent permitted under law, each Guarantor and Grantor hereby agrees that all Indebtedness and other monetary obligations owed by it to any other Guarantor, Grantor or any other Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

## ARTICLE VIII

### *Acts of Secured Parties and Administrative Agent; Amounts of Secured Obligations*

**SECTION 8.01. *Acts of Secured Parties and Administrative Agent.*** Any request, demand, authorization, direction, notice, consent, waiver or other action permitted or  
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required by this Agreement to be given or taken by any Secured Party may be, and at the request of the Collateral Agent shall be, embodied in and evidenced by one or more instruments reasonably satisfactory in form to the Collateral Agent and signed by such Secured Party or Administrative Agent, acting individually or on behalf of the applicable Secured Parties, as the case may be, and, except as otherwise expressly provided in any such instrument, any such action shall become effective when such instrument or instruments shall have been delivered to the Collateral Agent as provided herein. The instrument or instruments evidencing any action (and the action embodied therein and evidenced thereby) are sometimes referred to herein as an "Act" of the persons signing such instrument or instruments. All Acts hereunder on the part of any Secured Parties shall be taken on their behalf by the Administrative Agent under the applicable Credit Agreement. The Collateral Agent shall be entitled to rely absolutely upon an Act of an Administrative Agent if such Act purports to be taken by or on behalf of the Secured Parties, and nothing in this Section or elsewhere in this Agreement shall be construed to require such Administrative Agent to demonstrate that it has been authorized by the Secured Parties thereunder to take any action that it purports to be taking, the Collateral Agent being entitled to rely conclusively without any independent investigation whatsoever, and being fully protected in so relying, on any Act of such Administrative Agent.

**SECTION 8.02. *Determination of Amounts of Secured Obligations and Existence of Events of Default under Credit Agreements; Acceleration.*** Whenever the Collateral Agent is required to determine the existence or amount of any of the Obligations or the existence of any Event of Default under any Credit Agreement for any purposes of this Agreement, it shall request written certification of such existence or amount from the Administrative Agent under such Credit Agreement, and shall be entitled to make such determination on the basis of such certification; *provided, however*, that if, notwithstanding the request of the Collateral Agent, the Administrative Agent under any Credit Agreement shall fail or refuse reasonably promptly to certify as to the existence or amount of any Obligation or the existence of any Event of Default under such Credit Agreement, the Collateral Agent shall be entitled to determine such existence or amount by such method as the Collateral Agent may, in the exercise of its good faith judgment, determine, including by reliance upon a certificate of the Company. The Collateral Agent may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to the Company, any other Borrower, Guarantor or Grantor, any holder of any Secured Obligation or any other person as a result of such determination.

## ARTICLE IX

### *Duties of Collateral Agent*

**SECTION 9.01. *Notices to Administrative Agents under Credit Agreements.*** The Collateral Agent shall promptly notify each Administrative Agent in the event it shall receive (a) any notice of an Event of Default under any other Credit Agreement or (b) any instructions given by the Administrative Agent, on behalf of the Majority Lenders, under any other Credit Agreement to commence the exercise of remedies under Article VI.

**SECTION 9.02. *Actions Under This Agreement.*** (a) The Collateral Agent shall not be obligated to take any action under this Agreement or any Other Security Document except for the performance of such duties as are specifically set forth herein and therein. Subject to the provisions of Article X of this Agreement and to the succeeding provisions of this Section, [2300311]

the Collateral Agent shall take such actions, and only such actions, under this Agreement and the Other Security Documents with respect to any Collateral of any Class as are requested by the Administrative Agent, on behalf of the Majority Lenders, under the Applicable Credit Agreement (or, in the case of the US Facilities Collateral, one of the Applicable Credit Agreements) and as are not inconsistent with or contrary to the provisions of this Agreement, any Other Security Document or any Credit Agreement, as well as ministerial and/or administrative actions required or permitted by this Agreement and the Other Security Documents. It is the intent of the parties hereto that (i) the Administrative Agent under either of the US Facilities Credit Agreements shall have the right to initiate the exercise of remedies with respect to the US Facilities Collateral and (ii) the Administrative Agents under the US Facilities Credit Agreements shall jointly control the manner of the exercise of such remedies. Therefore, in the event the Administrative Agent under either US Facilities Credit Agreement notifies the Collateral Agent and the Administrative Agent under the other US Facilities Credit Agreement of its desire to commence the exercise of remedies and/or to foreclose on specified US Facilities Collateral, the Administrative Agents under both US Facilities Credit Agreements shall promptly confer to determine the manner in which the Collateral Agent should proceed. The Administrative Agent under each US Facilities Credit Agreement, acting in good faith, shall use its best efforts to reach agreement on such matters so that one or more remedies (which shall include foreclosure on such US Facilities Collateral if requested in such notification) will be exercised reasonably promptly after such notification. In connection with the foregoing, neither of such Administrative Agents will give instructions to the Collateral Agent with the intent of preventing, hindering or delaying the exercise of any remedies requested by the Administrative Agent under the other US Facilities Credit Agreement. Notwithstanding the foregoing, the Collateral Agent shall, if it has received inconsistent instructions from the Administrative Agents under the Credit Agreements with respect to any matter hereunder, act with respect to such matter in such manner as it shall deem to be in the best interests of all the Secured Parties and consistent with the provisions and intent of this Agreement.

(b) The holders of the Swiss Franc Obligations and the US Miscellaneous Obligations shall not be entitled to, and shall not, (i) direct the actions of the Collateral Agent hereunder, (ii) take any action, or commence any legal proceeding seeking, to require, compel or cause the Collateral Agent to enforce any provisions of this Agreement against any Grantor or to exercise any remedy hereunder, (iii) take any action, or commence any legal proceeding seeking, to prevent or enjoin the Collateral Agent from taking any action (including, without limitation, the enforcement of any provisions of this Agreement against any Grantor, the exercise of any remedy hereunder, the release of any Collateral hereunder or the consent to any amendment or modification of this Agreement or the grant of any waiver hereunder), or refraining from taking any such action, in accordance with this Agreement or (iv) take any action, or commence any legal proceeding seeking, to delay, hinder or otherwise impair the Collateral Agent in taking any such action in accordance with this Agreement. By their acceptance of the benefits of this Agreement and the Other Security Documents, the holders of the Swiss Franc Obligations and the US Miscellaneous Obligations will be deemed to have acknowledged and agreed to the provisions of the preceding sentence, and to have acknowledged that such provisions are being relied upon by the other Secured Parties.

(c) THE COLLATERAL AGENT HAS CONSENTED TO SERVE AS COLLATERAL AGENT HEREUNDER ON THE EXPRESS UNDERSTANDING, AND THE HOLDERS OF THE SWISS FRANC OBLIGATIONS AND US MISCELLANEOUS OBLIGATIONS, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, SHALL BE DEEMED TO HAVE AGREED, THAT THE COLLATERAL AGENT SHALL HAVE NO DUTY AND SHALL OWE NO OBLIGATION OR RESPONSIBILITY (FIDUCIARY OR

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OTHERWISE) TO THE HOLDERS OF THE SWISS FRANC OBLIGATIONS OR THE US MISCELLANEOUS OBLIGATIONS, OTHER THAN THE DUTY TO PERFORM ITS EXPRESS OBLIGATIONS UNDER THIS AGREEMENT IN ACCORDANCE WITH THEIR TERMS, SUBJECT IN ALL EVENTS TO THE PROVISIONS OF ARTICLE X AND THE OTHER PROVISIONS OF THIS AGREEMENT LIMITING THE RESPONSIBILITY OR LIABILITY OF THE COLLATERAL AGENT HEREUNDER. WITHOUT LIMITING THE FOREGOING, THE HOLDERS OF THE SWISS FRANC OBLIGATIONS AND US MISCELLANEOUS OBLIGATIONS, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT AND THE OTHER SECURITY DOCUMENTS, SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MIGHT HAVE, UNDER APPLICABLE LAW OR OTHERWISE, TO COMPEL THE SALE OR OTHER DISPOSITION OF ANY COLLATERAL, AND ANY OBLIGATION THE COLLATERAL AGENT MIGHT HAVE, UNDER APPLICABLE LAW OR OTHERWISE, TO OBTAIN ANY MINIMUM PRICE FOR ANY COLLATERAL UPON THE SALE THEREOF, IT BEING EXPRESSLY UNDERSTOOD, AND THE AVAILABILITY OF THE BENEFITS OF THIS AGREEMENT TO THE HOLDERS OF THE SWISS FRANC OBLIGATIONS AND US MISCELLANEOUS OBLIGATIONS BEING CONDITIONED UPON THE UNDERSTANDING, THAT THE SOLE RIGHT OF THE HOLDERS OF THE SWISS FRANC OBLIGATIONS AND US MISCELLANEOUS OBLIGATIONS SHALL BE TO RECEIVE THEIR RATABLE SHARE OF ANY PROCEEDS OF COLLATERAL IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

## ARTICLE X

### *Concerning the Collateral Agent*

SECTION 10.01. *Limitations on Responsibility of Collateral Agent.* The Collateral Agent shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations or warranties contained herein or in any Other Security Document. The Collateral Agent makes no representation as to the value or condition of the Collateral or any part thereof, as to the title of any Grantor to the Collateral, as to the security afforded by this Agreement or any Other Security Document or as to the validity, execution, enforceability, legality or sufficiency of this Agreement or any Other Security Document, and the Collateral Agent shall incur no liability or responsibility in respect of any such matters. The Collateral Agent shall not be responsible for insuring the Collateral, for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise for the maintenance of the Collateral, except as provided in the immediately following sentence when the Collateral Agent has possession or control of the Collateral. Except as otherwise provided herein, the Collateral Agent shall have no duty to the Grantors or to the holders of the Secured Obligations as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, except the duty to accord such Collateral the same care that it normally accords to its own assets and the duty to account for moneys received by it. The Collateral Agent shall not be required to ascertain or inquire as to the performance by any Borrower, Guarantor or Grantor of any of the covenants or agreements contained herein or in any other agreement. Neither the Collateral Agent nor any officer, agent or representative thereof shall be personally liable for any action taken or omitted to be taken by any such person in connection with this Agreement or any Other Security Document except for such person's own gross negligence or wilful misconduct (it being understood that any action taken in accordance with the terms of this Agreement or any Other Security Document by the Collateral Agent or any

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such officer, agent or representative at the direction or instruction of the Administrative Agent or the Majority Lenders under any Credit Agreement (or not taken, in the absence of any such directions or instructions) shall not constitute gross negligence or wilful misconduct). Neither the Collateral Agent nor any officer, agent or representative thereof shall be personally liable for any action taken by any such person in accordance with any notice given by the Administrative Agent or the Majority Lenders under any Credit Agreement hereunder or under any Other Security Document even if, at the time such action is taken by any such Person, the Administrative Agent or the Lenders which gave the notice to take such action shall no longer be the Administrative Agent or the Majority Lenders under such Credit Agreement or the Secured Parties on behalf of which such notice was given are no longer the Secured Parties. The Collateral Agent may execute any of the powers granted under this Agreement and perform any duty hereunder either directly or by or through agents or attorneys-in-fact.

**SECTION 10.02. *Reliance by Collateral Agent; Indemnity Against Liabilities, etc.*** (a) Whenever in the performance of its duties under this Agreement or any Other Security Document the Collateral Agent shall deem it necessary or desirable that a matter be proved or established with respect to any Grantor or any other person in connection with the taking, suffering or omitting of any action hereunder by the Collateral Agent, such matter may be conclusively deemed to be proved or established by a certificate executed by an officer of such Person which is believed by the Collateral Agent to be genuine and to have been signed or sent by the proper Person, and the Collateral Agent shall have no liability with respect to any action taken, suffered or omitted in reliance thereon.

(b) The Collateral Agent may consult with counsel and shall not incur any liability in taking any action hereunder or under any Other Security Document in good faith in accordance with any advice of such counsel. The Collateral Agent shall have the right but not the obligation at any time to seek instructions concerning the administration of this Agreement or any Other Security Document, the duties created hereunder or the Collateral from any court of competent jurisdiction.

(c) The Collateral Agent shall not incur any liability in relying upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other paper or document which it in good faith believes to be genuine and to have been signed or presented by the proper party. The Collateral Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinions that are believed by the Collateral Agent to be genuine and signed or furnished by the proper Person furnished to the Collateral Agent in connection with this Agreement or any Other Security Document.

(d) The Collateral Agent shall not be deemed to have actual, constructive, direct or indirect notice or knowledge of the occurrence of any Event of Default under any Credit Agreement unless and until the Collateral Agent shall have received written notice thereof from the Administrative Agent under such Credit Agreement. The Collateral Agent shall have no obligation whatsoever either prior to or after receiving such a notice which is believed by the Collateral Agent to be genuine and to have been signed or sent by the proper Person to inquire whether an Event of Default under any Credit Agreement has, in fact, occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it.

(e) If the Collateral Agent has been requested to take any specific action by any Administrative Agent pursuant to any provision of this Agreement or any Other Security

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Document, the Collateral Agent shall not be under any obligation to exercise any of the rights or powers vested in it by this Agreement or such Other Security Document in the manner so requested unless it shall have been provided indemnity by the Secured Parties on whose behalf such request shall have been made reasonably satisfactory to it against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

**SECTION 10.03. *Resignation and Removal of the Collateral Agent.*** The Collateral Agent may at any time, by giving 30 days' prior written notice to the Company and the Administrative Agent under each Credit Agreement, resign and be discharged from the responsibilities hereby created, such resignation to become effective upon the appointment of a successor by the Administrative Agents with, so long as no Event of Default has occurred and is continuing, the consent of the Company (such consent not to be unreasonably withheld) and the acceptance of such appointment by such successor. If no successor shall be appointed and approved within 30 days after the date of any such resignation, the Collateral Agent may apply to any court of competent jurisdiction to appoint a successor to act until a successor shall have been appointed as above provided or may, on behalf of the Secured Parties, appoint a successor Collateral Agent which shall be a bank with an office in New York, New York having a combined capital and surplus of at least \$500,000,000.

**SECTION 10.04. *Expenses and Indemnification.*** By accepting the benefits of this Agreement, each of the Lenders severally agrees (i) to reimburse the Collateral Agent, on demand, in the amount of its pro rata share from time to time (based on the amount of the Loans, LC Exposures and unused Commitments (as such terms are defined in the respective Credit Agreements) of such Lender and the other applicable Lenders), of any expenses referred to in this Agreement or in any Other Security Document securing Obligations owed to such Lender and/or any other expenses incurred by the Collateral Agent in connection with the enforcement and protection of the rights of the Collateral Agent and the Secured Parties which shall not have been paid or reimbursed by the Company or any other Borrower, Grantor or Guarantor or paid from the proceeds of Collateral as provided herein and (ii) to indemnify and hold harmless the Collateral Agent and its Affiliates and its and their respective directors, officers, employees, agents and attorneys (each, an "*Indemnified Party*"), on demand, in the amount of such pro rata share, from and against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements referred to in this Agreement and/or incurred by the Collateral Agent in connection with this Agreement or the Other Security Documents or the enforcement and protection of the rights of the Secured Parties, to the extent the same shall not have been reimbursed by the Company or any other Borrower, Grantor or Guarantor or paid from the proceeds of Collateral as provided herein; *provided*, in each case, that no Secured Party shall be liable to any Indemnified Party for any portion of such expenses, liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of such Person.

## ARTICLE XI

### *Subordination of Certain Liens*

**SECTION 11.01. Perfection and Priority of Security Interests.** (a) All Junior Liens in respect of any Collateral are expressly subordinated and made junior in priority, operation and effect to the Applicable Senior Liens in respect of such Collateral, notwithstanding anything to the contrary contained in this Agreement, any Other Security Document or any other agreement or filing to the contrary, and irrespective of the time, order or method of attachment or [2300311]

perfection of such Junior Liens and the Applicable Senior Liens or any defect or deficiency or alleged defect or deficiency in any of the foregoing.

(b) Each Secured Party holding Obligations secured by a Junior Lien acknowledges that a portion of the Applicable Senior Obligations consists of Indebtedness that is revolving in nature and that the amount thereof that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, and that the terms of the Applicable Senior Obligations may be modified, extended or amended from time to time, and the aggregate amount of the Applicable Senior Obligations may be increased, replaced or refinanced, all without notice to or consent by such Secured Party and without affecting the provisions hereof. The lien priorities provided for herein and in the Other Security Documents shall not be altered or otherwise affected by any amendment, modification, supplement, extension, increase, replacement, renewal, restatement or refinancing of either the Obligations secured by any Junior Lien or the Applicable Senior Obligations, or by any action that the Collateral Agent or the Secured Parties holding any of such Obligations may take or fail to take in respect of any Collateral.

(c) Each Secured Party holding Obligations secured by a Junior Lien acknowledges and agrees that the Collateral Agent and the holders of the Applicable Senior Obligations shall have no duties or other obligations to such Secured Party with respect to the Collateral subject to such Junior Lien other than to transfer to the holders of the Obligations secured by such Junior Lien the proceeds, if any, that remain following any sale, transfer or other disposition of such Collateral and the payment and satisfaction in full of all the Applicable Senior Obligations. In furtherance of the foregoing, each Secured Party holding Obligations secured by a Junior Lien acknowledges and agrees that until the Applicable Senior Obligations shall have been paid and satisfied in full, the Collateral Agent shall be entitled, for the benefit of the holders of the Applicable Senior Obligations, to sell, transfer or otherwise dispose of or deal with the Collateral subject to such Junior Lien as provided herein and in the Other Security Documents without regard to such Junior Lien or any rights to which the holders of the Obligations secured thereby would otherwise be entitled as a result of such Junior Lien, the only obligation of the Collateral Agent and the holders of the Applicable Senior Obligations to the holders of the Obligations secured by such Junior Lien being to deliver any proceeds remaining from such sale, transfer or other disposition of the applicable Collateral after the payment and satisfaction in full of all the Applicable Senior Obligations. Each Secured Party holding Obligations secured by a Junior Lien agrees that it will not, and will not attempt to, exercise or instruct the Collateral Agent to exercise any rights that it may have as a result of such Junior Lien until the payment and satisfaction in full of all the Applicable Senior Obligations. Notwithstanding anything in this paragraph to the contrary, any holder of Applicable Senior Obligations with respect to any Junior Lien shall be entitled to transfer proceeds of Collateral subject to such Junior Lien to any other holder of Applicable Senior Obligations to the extent it is required to do so under the terms of this Agreement, and shall, to the extent of such transfer, be deemed to have satisfied its obligations to the holders of the Obligations secured by such Junior Lien under this paragraph.

(d) In the event a proceeding under the Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law shall be commenced by or against any Grantor that shall have granted a Junior Lien, until the Applicable Senior Obligations shall have been paid and satisfied in full, each Secured Party holding Obligations secured by such Junior Lien hereby authorizes and empowers (without imposing an obligation on) the holders of the Applicable Senior Obligations or the Collateral Agent or any Administrative Agent acting on their behalf to vote such Secured Party's share of the Obligations secured by such Junior Lien, insofar as any such voting right arises from or relates to such Junior Lien or to the Collateral

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subject thereto, in connection with any resolution, arrangement, plan of reorganization, compromise or settlement relating to such Collateral.

**SECTION 11.02. *No Interference; No Right to Instruct Collateral Agent; Payment Over; Reinstatement; Permitted Actions.*** (a) Each Secured Party holding Obligations secured by a Junior Lien agrees that (i) it will not take or cause to be taken any action the purpose or effect of which is, or could be, to make such Junior Lien pari passu with, or to give such Secured Party any preference or priority relative to, any Applicable Senior Lien with respect to the Collateral subject to such Junior Lien or any part thereof, (ii) it will not interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Collateral subject to such Junior Lien by the Collateral Agent or any holder of Applicable Senior Obligations, (iii) it shall have no right to (A) direct the Collateral Agent or any holder of Applicable Senior Obligations to exercise any right, remedy or power with respect to the Collateral subject to such Junior Lien or (B) consent to the exercise by the Collateral Agent or any holder of Applicable Senior Obligations of any right, remedy or power with respect to the Collateral subject to such Junior Lien, (iv) it will not institute any suit or assert in any suit or in any bankruptcy, insolvency or other proceeding any claim against the Collateral Agent or any holder of Applicable Senior Obligations seeking damages from or other relief by way of specific performance, instructions or otherwise, with respect to, and neither the Collateral Agent nor any holder of Applicable Senior Obligations shall be liable for, any action taken or omitted to be taken by the Collateral Agent or any holder of Applicable Senior Obligations with respect to the Collateral subject to such Junior Lien, (v) it will not commence or instruct the Collateral Agent to commence judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its interest in or realize upon, the Collateral subject to such Junior Lien (other than filing a proof of claim) until all the Applicable Senior Obligations shall have been paid and satisfied in full, (vi) it will not seek, and hereby waives any right, to have the Collateral subject to such Junior Lien or any part thereof marshaled upon any foreclosure or other disposition of such Collateral and (vii) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement.

(b) The Collateral Agent and each Secured Party holding Obligations secured by a Junior Lien agree that, in the event of a sale, transfer or other disposition of Collateral subject to such Junior Lien, such Junior Lien on such Collateral shall terminate and be released automatically and without further action if the Applicable Senior Lien on such Collateral is released.

(c) Each Secured Party holding Obligations secured by a Junior Lien hereby agrees that if it shall obtain possession of any of the Collateral subject to such Junior Lien, or shall realize any payment in respect of such Collateral (including as a result of any transfer of any Collateral or payment to such Secured Party, pursuant to this paragraph or otherwise, by the holder of any obligation secured by a Lien that is junior or subordinate to such Junior Lien), in either case prior to the time when the Applicable Senior Obligations have been paid in full, then it shall hold such Collateral or payment in trust for the holders of the Applicable Senior Obligations and transfer such Collateral or payment, as the case may be, to the Collateral Agent. Each Secured Party holding Obligations secured by a Junior Lien agrees that if, at any time, all or part of any payment with respect to the Applicable Senior Obligations previously made is rescinded for any reason whatsoever, such Secured Party shall promptly pay over to the Collateral Agent any payment received by it in respect of the Collateral subject to such Junior Lien and shall promptly turn any Collateral subject to such Junior Lien then held by it over to the Collateral

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Agent, and the provisions set forth in this Agreement shall be reinstated as if such payment had not been made, until the payment and satisfaction in full of the Applicable Senior Obligations.

**SECTION 11.03. *Consent to Priming of Junior Lien on ABL Facilities Collateral.*** In consideration of and as a condition to the creation under Section 4.01(c) and (d) and under the Canadian Security Documents of the Junior Liens on the ABL Facilities Collateral to secure the US Facilities Obligations, the US Miscellaneous Obligations, the European Facilities Revolving Obligations and, as to each such Class of Obligations, the Applicable Collateral Agent Obligations, each Secured Party from time to time secured by such Junior Liens will be deemed to have agreed, and the Collateral Agent hereby agrees, on behalf of such Secured Party, that in the event a proceeding under the Bankruptcy Code shall be commenced by or against the Company and the Company shall enter into an Acceptable Financing in such proceeding, such Junior Lien may, without any further action or consent by such Secured Party, be made junior and subordinated to Liens granted to secure such Acceptable Financing, subject to the granting and approval by the applicable bankruptcy court of adequate protection for the holders of the Obligations secured by such Junior Lien consisting of (a) the current monthly payment of an amount equal to post-petition interest, fees in respect of Letters of Credit (whether owed to any Lender under the US Facilities Agreements or to any Issuing Bank) and facility fees, in each case at non-default rates, (b) the current payment of out-of-pocket expenses, including fees and disbursements of counsel and other professional fees and disbursements, of the Administrative Agent under and as defined in each US Facility Agreement and (c) a replacement lien on substantially all assets of the Company and the Domestic Subsidiaries (other than the assets of and Equity Interests in Goodyear Dunlop Tires North America, Ltd., its Subsidiaries and any other Consent Subsidiaries), subject only to the Liens securing such Acceptable Financing, Liens existing prior to the commencement of such proceeding, Applicable Senior Liens and Liens, if any, that are senior to the Liens securing such Acceptable Financing.

**SECTION 11.04. *Consent to Subordination of Junior Liens to Certain Refinancing Indebtedness.*** In consideration of and as a condition to the creation of each Junior Lien, each Secured Party from time to time secured by such Junior Lien will be deemed to have agreed, and the Collateral Agent hereby agrees, on behalf of such Secured Party, that in the event the Obligations of any Class secured by the Applicable Senior Liens are refinanced, replaced, renewed or extended, in whole or in part, in compliance with the covenants set forth in the Credit Agreement governing the Obligations secured by such Junior Lien, such Junior Lien shall, without any further action or consent by such Secured Party, be junior and subordinated on the terms set forth herein to the Liens on the Collateral subject to such Junior Lien that are granted to secure such refinanced, replaced, renewed or extended Obligations; *provided*, that nothing in this Section or elsewhere in this Agreement shall have the effect of subordinating any Junior Lien to any Lien securing Senior Subordinated-Lien Indebtedness, it being agreed that the Liens securing Senior Subordinated-Lien Indebtedness shall be junior and subordinate to the Liens securing the Obligations as and to the extent provided in the Lien Subordination and Intercreditor Agreement.

## ARTICLE XII

### *Subordination of Intercompany Indebtedness*

**SECTION 12.01. *Subordination.*** To the fullest extent permitted under law, the Company and each other Grantor and Guarantor hereby agrees that all Intercompany Indebtedness owed to it by any Intercompany Obligor is hereby expressly subordinated, to the

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extent and in the manner set forth in this Article XII, to the payment in full in cash of all Obligations of such Intercompany Obligor.

**SECTION 12.02. *Dissolution or Insolvency.*** Upon any dissolution, winding up, liquidation or reorganization of any Intercompany Obligor, whether in bankruptcy, insolvency, reorganization, arrangement or receivership proceedings or otherwise, or upon any assignment for the benefit of creditors or any other marshalling of the assets and liabilities of any Intercompany Obligor, or otherwise:

(a) the applicable Secured Parties shall, as between such Secured Parties and the Company or any other Grantor or Guarantor, first be entitled to receive payment in full in cash of the Obligations of such Intercompany Obligor in accordance with the terms of such Obligations before the Company or such Grantor or Guarantor shall be entitled to receive any payment on account of the Intercompany Indebtedness of such Intercompany Obligor, whether as principal, interest or otherwise; and

(b) any payment by, or distribution of the assets of, such Intercompany Obligor of any kind or character, whether in cash, property or securities, to which the Company or any other Grantor or Guarantor would be entitled except for the provisions of clause (a) above shall, upon receipt by the Company or such Grantor or Guarantor, be held in trust (or in a compte de sequestre, if applicable) for the applicable Secured Parties and promptly paid or delivered directly to the Collateral Agent for the benefit of such Secured Parties to the extent necessary to make payment in full in cash of all such Obligations remaining unpaid, after giving effect to any concurrent payment or distribution to such Secured Parties in respect of such Obligations.

**SECTION 12.03. *Subrogation.*** Subject to (and only upon) the prior indefeasible payment in full in cash of all the Obligations of any Intercompany Obligor, the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor shall be subrogated to the rights of the applicable Secured Parties to receive payments or distributions in cash, property or securities applicable to such Obligations until all amounts owing on the Intercompany Indebtedness of such Intercompany Obligor shall be paid in full, and as between and among such Intercompany Obligor, its creditors (other than its Secured Parties) and the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor, no such payment or distribution made to the Secured Parties by virtue of this Agreement that otherwise would have been made to the Company or any other Grantor or Guarantor in respect of such Intercompany Indebtedness shall be deemed to be a payment by such Intercompany Obligor on account of such Intercompany Indebtedness.

**SECTION 12.04. *Other Creditors.*** Nothing contained in this Article is intended to or shall impair, as between and among any Intercompany Obligor, its creditors (other than the Secured Parties) and the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor, the obligations of such Intercompany Obligor to pay its Intercompany Indebtedness as and when the same shall become due and payable in accordance with the terms thereof, or affect the relative rights of the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor and the creditors of such Intercompany Guarantor (other than the Secured Parties).

**SECTION 12.05. *No Waiver.*** No right of any Secured Party to enforce this Article shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of any of the Collateral Agent, the other Secured Parties, or any Intercompany Obligor, or by any noncompliance by any Intercompany Obligor with the terms, provisions and covenants

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contained in this Agreement, any Other Security Document or any Credit Agreement, and the Secured Parties are hereby expressly authorized to extend, renew, increase, decrease, modify or amend the terms of the Obligations or any security therefor, and to release, sell or exchange any such security and otherwise deal freely with any Intercompany Obligor, all without notice to or consent of the Company or any other Grantor or Guarantor and without affecting the liabilities and obligations of the parties hereto.

**SECTION 12.06. *Obligations Hereunder Not Affected.*** (a) All rights and interests of the Secured Parties under this Article, and all agreements and obligations of the Company and each other Grantor or Guarantor under this Article, shall remain in full force and effect irrespective of:

(i) any lack of validity or enforceability of any Credit Agreement;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or consent to departure from any Credit Agreement;

(iii) any exchange, release or nonperfection of any security interest in any Collateral, or any release or amendment or waiver of or consent to departure from any Guarantee, in respect of all or any of the Obligations; or

(iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Intercompany Obligor in respect of Obligations or of the Company or any Grantor or Guarantor in respect of the agreements contained in this Article.

(b) The agreements contained in this Article shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Obligations or any part thereof is rescinded or must otherwise be returned by any Secured Party upon the insolvency, bankruptcy or reorganization of any Intercompany Obligor or otherwise, all as though such payment had not been made.

(c) The Company and each Grantor and Guarantor hereby agree that the Secured Parties may, without affecting or impairing any of the obligations of the Company or such Grantor or Guarantor hereunder, from time to time to (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Obligations or any part thereof and (ii) exercise or refrain from exercising any rights against any Intercompany Obligor or any other Person.

## ARTICLE XIII

### *Miscellaneous*

**SECTION 13.01. *Notices.*** All communications and notices hereunder shall (except as otherwise expressly permitted *herein*) be given as provided in the Credit Agreements. All communications and notices hereunder to any Grantor or Guarantor other than the Company shall be given to it in care of the Company as provided in the Credit Agreements.

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**SECTION 13.02. *Waivers; Amendment.*** (a) No failure or delay by the Collateral Agent or any Secured Party in exercising any right or power hereunder or under any other Credit Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and the Secured Parties hereunder and under the other Credit Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Credit Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, no extension of credit under any Credit Agreement shall be construed as a waiver of any default hereunder, regardless of whether the Collateral Agent or any Secured Party may have had notice or knowledge of such default at the time. No notice or demand on any Credit Party in any case shall entitle such Credit Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Credit Party or Credit Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required under any of the Credit Agreements.

**SECTION 13.03. *Collateral Agent's Fees and Expenses; Indemnification.***

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in the Credit Agreements.

(b) Without limitation of its indemnification obligations under the other Credit Documents, each Grantor and each Guarantor, to the fullest extent permitted under law, jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in each Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of the execution, delivery or performance of this Agreement or any agreement or instrument contemplated hereby or any claim, litigation, investigation or proceeding relating to any of the foregoing or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses shall have resulted from the gross negligence or wilful misconduct of such Indemnitee or from the breach of any of its obligations set forth in any Credit Document.

(c) The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Credit Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Credit Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section shall be payable promptly after written demand therefor.

**SECTION 13.04. *Successors and Assigns.*** Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf

[2300311]

of any Guarantor or Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

**SECTION 13.05. *Survival of Agreement.*** All covenants, agreements, representations and warranties made by the Credit Parties in the Credit Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Credit Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Credit Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under any Credit Agreement, and shall, subject to Section 13.13, continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Credit Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments under any Credit Agreement have not expired or terminated.

**SECTION 13.06. *Counterparts; Effectiveness; Several Agreement.*** This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in this Section. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Credit Party when a counterpart hereof executed on behalf of such Credit Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Credit Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Credit Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Credit Party shall have the right to assign or transfer its rights or obligations hereunder (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement. This Agreement shall be construed as a separate agreement with respect to each Credit Party and may be amended, modified, supplemented, waived or released with respect to any Credit Party without the approval of any other Credit Party and without affecting the obligations of any other Credit Party hereunder.

**SECTION 13.07. *Severability.*** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 13.08. *Right of Set-Off.*** Without limitation to the provisions of Section 4.07, if an Event of Default shall have occurred and be continuing and the Loans shall have become due and payable pursuant to Article VII of the Applicable Credit Agreement, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Credit Party against any of and all the

[2300311]

obligations of such Credit Party now or hereafter existing under this Agreement with respect to such Applicable Credit Agreement owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmaturred. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which such Lender may have.

**SECTION 13.09. *Governing Law; Jurisdiction; Consent to Service of Process.***

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Credit Document shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13.01. Nothing in this Agreement or any other Credit Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

**SECTION 13.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

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**SECTION 13.11. *Headings.*** Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

**SECTION 13.12. *Security Interest Absolute.*** The pledges and security interests created hereby and by the Other Security Documents shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of any Credit Agreement, any other Credit Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from any Credit Agreement, any other Credit Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Guarantor in respect of the Obligations or this Agreement.

**SECTION 13.13. *Termination or Release.*** (a) This Agreement and the Other Security Documents shall terminate and all pledges and security interests created hereunder and thereunder shall be automatically released when (i) all the Obligations under the Credit Agreements at any time due and owing have been paid in full, (ii) the Lenders have no further commitment to lend under any Credit Agreement, (iii) the LC Exposures under the US Revolving Facility Agreement and the ABL Facilities Agreement have been reduced to zero and (iv) the Issuing Banks under the US Revolving Facility Agreement and the ABL Facilities Agreement have no further obligation to issue Letters of Credit thereunder. It is understood that such termination and release shall be effective notwithstanding that any US Miscellaneous Obligation or any obligation under clause (c) or (d) of the definitions of Revolving Obligations or Term Obligations under the European Facilities Agreement shall be outstanding at the time thereof.

(b) When (i) all the Obligations under any Credit Agreement have been paid in full, (ii) the Lenders have no further commitment to lend under such Credit Agreement, (iii) if such Credit Agreement is the US Revolving Facility Agreement or the ABL Facilities Agreement, the LC Exposure (as defined therein) has been reduced to zero and the Issuing Banks (as defined therein) have no further obligation to issue Letters of Credit thereunder and (iv) if such Credit Agreement is the US Revolving Facility Agreement or the US Term Facility Agreement, no US Miscellaneous Obligations remain outstanding and all related Swap Agreements have terminated, all Collateral that (A) shall have secured the Obligations under and as defined in such Credit Agreement and (B) shall not secure the Obligations under and as defined in any other Credit Agreement, whether on a senior or a junior basis, shall be automatically released from the pledges and security interests created hereunder and under the Other Security Documents. Each Other Security Document shall terminate when all the Collateral subject thereto shall have been released as provided in this paragraph. It is understood that such termination and release shall be effective notwithstanding that any US Miscellaneous Obligation or any obligation under clause (c) or (d) of the definitions of Revolving Obligations or Term Obligations under the European Facilities Agreement shall be outstanding at the time thereof.

(c) A Subsidiary shall automatically be released from its obligations as a Grantor or Guarantor hereunder and under each Other Security Document, and all pledges hereunder or under any Other Security Document of and security interests created hereunder or under any Other Security Document in the Collateral of such Subsidiary shall be automatically released,

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upon the consummation of any transaction permitted by this Agreement and each Credit Agreement as a result of which such Subsidiary ceases to be a Subsidiary; provided that any consent to such transaction required by any Credit Agreement shall have been obtained and the terms of such consent shall not provide otherwise.

(d) Upon any sale or other transfer of any Collateral permitted under this Agreement and each Applicable Credit Agreement by any Grantor to any Person other than the Company or a Subsidiary, or upon the effectiveness of any written consent to the release of any pledge or security interest created hereby or by any Other Security Document in respect of any Collateral pursuant to and in accordance with the requirements of each Credit Agreement the Obligations under which are secured by such Collateral, all pledges hereunder or under any Other Security Document of and security interests created hereunder or under any Other Security Document in such Collateral shall be automatically released.

(e) At the time the Goodyear Venezuela Transaction is completed, all pledges hereunder or under any Other Security Document of and security interests created hereunder or under any Other Security Document in the Equity Interests of C.A. Goodyear de Venezuela sold by the Company to Goodyear do Brasil Productos de Borraca Ltda. in such transaction shall be automatically released.

(f) In connection with any termination or release pursuant to paragraph (a), (b), (c), (d) or (e), the Collateral Agent shall execute and deliver to each applicable Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or representation or warranty by the Collateral Agent. Notwithstanding paragraph (c) or (d) above, in the case of any Lien on any Equity Interests in an entity organized under the laws of a jurisdiction outside the United States of America or the grant of any Lien on real property in any jurisdiction outside the United States of America, such Lien shall not be released until the Collateral Agent executes and delivers to the applicable Grantor a written consent to such release. The Collateral Agent agrees to execute and deliver any such written consent required by the immediately preceding sentence that is requested by the applicable Grantor in connection with the consummation of any transaction permitted by this Agreement and the Credit Agreements.

SECTION 13.14. *Additional Grantors and Guarantors.* (a) Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in a form agreed to by the Collateral Agent and Goodyear (an "*Additional Subsidiary Agreement*"), such Subsidiary shall become a party hereto and a Grantor and a Guarantor under the Credit Agreement referenced therein to the extent set forth in such Additional Subsidiary Agreement and shall, to the extent applicable, guarantee and create pledges of and security interests in its assets to secure the Obligations set forth in such Additional Subsidiary Agreement with the same force and effect as if originally named as a Grantor or Guarantor herein. At the time any Subsidiary shall become a party to this Agreement as provided in the preceding sentence, the Schedules hereto shall be supplemented as appropriate to reflect the guarantees, pledges and security interests, as applicable, given or created by such Subsidiary, and such supplemented Schedules shall replace the Schedules that shall therefore have been attached to this Agreement. The execution and delivery of any Additional Subsidiary Agreement and the amendment of the Schedules hereto as above provided shall not require the consent of any other Credit Party. The rights and obligations of each Credit Party shall remain in full force and effect notwithstanding the addition of any new Credit Party as a party to this Agreement.

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(b) Any Subsidiary that is a US Guarantor may elect to become a US Facilities Grantor or an ABL Facilities Grantor at any time by delivering a certificate in substantially the form agreed to by the Collateral Agent and the Company or in such other form as may be reasonably required by the Collateral Agent. Any such election shall be effective immediately upon the delivery of such certificate. At the time any such election is made, the Schedules hereto shall be supplemented as appropriate to reflect the pledges and security interests given or created by such Subsidiary, and such supplemented Schedules shall replace the Schedules that shall therefore have been attached to this Agreement. The execution and delivery of any certificate hereunder and the amendment of the Schedules hereto as above provided shall not require the consent of the Collateral Agent or any Credit Party. The rights and obligations of each Credit Party shall remain in full force and effect notwithstanding the addition of any new US Facilities Grantor or ABL Facilities Grantor as a party to this Agreement.

**SECTION 13.15. *Collateral Agent Appointed Attorney-in-Fact.*** Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest in each case upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default under any applicable Credit Agreement, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Applicable Collateral of such Grantor or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Applicable Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Applicable Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Applicable Collateral or to enforce any rights in respect of any Applicable Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Applicable Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent relating to the Applicable Collateral; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Applicable Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Applicable Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct or the breach of such Person of its obligations set forth herein. For the purposes of Italian law, each Grantor expressly authorizes the Collateral Agent (and any agents or attorneys appointed under this Agreement) to act under a conflict of interest and self-dealing (including, but not limited to a situation in which the Collateral Agent acts simultaneously in the name and/or on behalf (a) of any Secured Party, on the one hand, and (b) of

[2300311]



any Credit Party, on the other hand) solely in relation to this Agreement, the other Security Documents and the Credit Agreement.

**SECTION 13.16. *Collateral Agent as Joint and Several Creditor.*** Section 9.15 of the European Facilities Agreement is hereby incorporated by reference and shall be effective as if set forth in full herein.

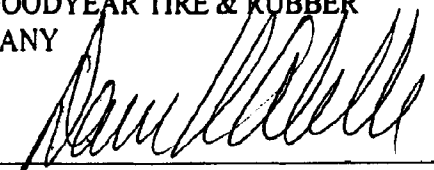
**SECTION 13.17. *Post-Closing Letter Agreements.*** Each party hereto agrees to complete the actions and perform the obligations applicable to it under each of (a) the post-closing letter agreement dated the Effective Date between the Collateral Agent and Goodyear relating to the European Facilities Agreement and (b) the post-closing letter agreement dated the Effective Date between the Collateral Agent and Goodyear relating to the US Facilities Agreements and the ABL Facilities Agreement.

**SECTION 13.18. *Credit Party Obligations.*** Each Credit Party will perform its obligations and pay all amounts owed by it under each Credit Document in accordance with the terms thereof.

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THE GOODYEAR TIRE & RUBBER  
COMPANY

By

  
Name: D. R. Wells  
Title: Vice President

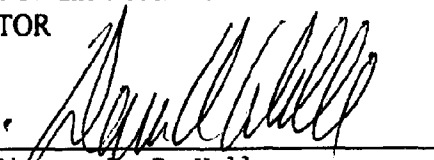
JPMORGAN CHASE BANK, individually  
and as administrative agent and collateral  
agent,

By

\_\_\_\_\_  
Name:  
Title:


ALLIED TIRE SALES, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

  
Name: D. R. Wells  
Title: Vice President

BELT CONCEPTS OF AMERICA, INC.,  
as a US GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

  
Name: D. R. Wells  
Title: Vice President

THE GOODYEAR TIRE & RUBBER  
COMPANY

By

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK, individually  
and as administrative agent and collateral  
agent,

By

\_\_\_\_\_  
Name:

Title:

  
B. JOSEPH LILLIS  
MANAGING DIRECTOR

ALLIED TIRE SALES, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

\_\_\_\_\_  
Name:

Title:

BELT CONCEPTS OF AMERICA, INC.,  
as a US GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

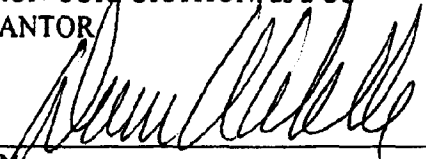
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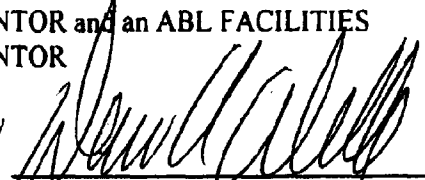
CELERON CORPORATION, as a US  
GUARANTOR

By

  
Name: D. R. Wells  
Title: Vice President

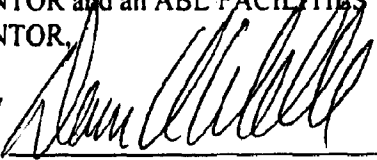
COSMOFLEX, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

  
Name: D. R. Wells  
Title: Vice President

DAPPER TIRE CO, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR.

By

  
Name: D. R. Wells  
Title: Vice President

DIVESTED COMPANIES HOLDING  
COMPANY as a US FACILITIES  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

\_\_\_\_\_  
Name:  
Title:

By

\_\_\_\_\_  
Name:  
Title:

CELERON CORPORATION, as a US  
GUARANTOR

By

\_\_\_\_\_  
Name:  
Title:

COSMOFLEX, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

\_\_\_\_\_  
Name:  
Title:


DAPPER TIRE CO, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR,

By

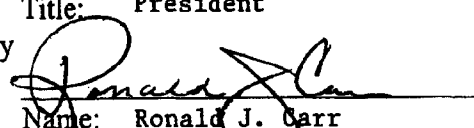
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DIVESTED COMPANIES HOLDING  
COMPANY as a US FACILITIES  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

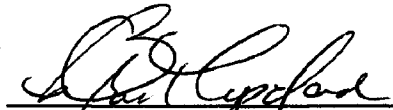
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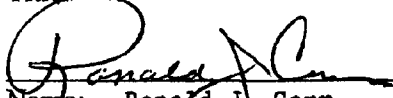
  
\_\_\_\_\_  
Name: Brent Copeland  
Title: President

By

  
\_\_\_\_\_  
Name: Ronald J. Carr  
Title: Vice President

DIVESTED LITCHFIELD PARK  
PROPERTIES, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR,

By   
Name: Brent Copeland  
Title: President

By   
Name: Ronald J. Carr  
Title: Vice President

GOODYEAR FARMS, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By \_\_\_\_\_  
Name:  
Title:

GOODYEAR INTERNATIONAL  
CORPORATION, as a US GUARANTOR,  
a US FACILITIES GRANTOR and an ABL  
FACILITIES GRANTOR

By \_\_\_\_\_  
Name:  
Title:

GOODYEAR WESTERN HEMISPHERE  
CORPORATION, as a US GUARANTOR

By \_\_\_\_\_  
Name:  
Title:

DIVESTED LITCHFIELD PARK  
PROPERTIES, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR,

By

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Name:

Title:

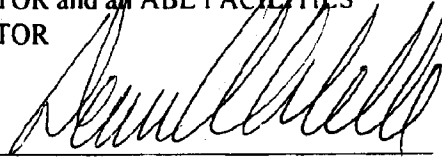
By

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Title:

GOODYEAR FARMS, INC., as a US  
GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

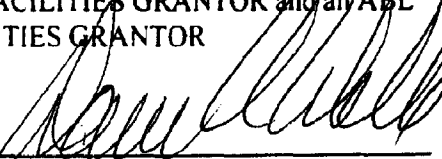
By

  
\_\_\_\_\_  
Name: D. R. Wells

Title: Vice President

GOODYEAR INTERNATIONAL  
CORPORATION, as a US GUARANTOR,  
a US FACILITIES GRANTOR and an ABL  
FACILITIES GRANTOR

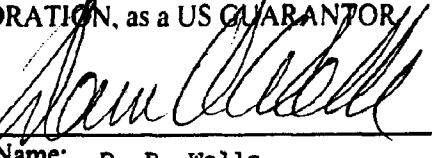
By

  
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Name: D. R. Wells

Title: Vice President

GOODYEAR WESTERN HEMISPHERE  
CORPORATION, as a US GUARANTOR

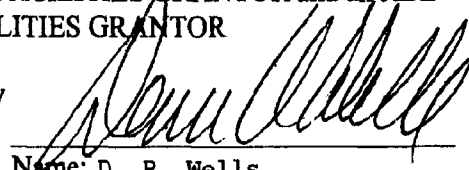
By

  
\_\_\_\_\_  
Name: D. R. Wells

Title: Vice President

THE KELLY-SPRINGFIELD TIRE CORPORATION, as a US GUARANTOR, a US FACILITIES GRANTOR and an ABL FACILITIES GRANTOR

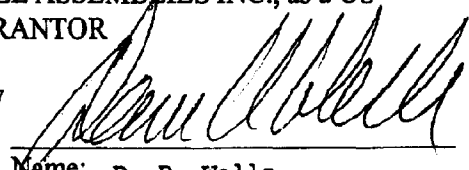
By



Name: D. R. Wells  
Title: Vice President

WHEEL ASSEMBLIES INC., as a US GUARANTOR

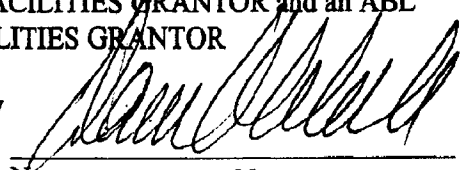
By



Name: D. R. Wells  
Title: Vice President

WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC, as a US GUARANTOR, a US FACILITIES GRANTOR and an ABL FACILITIES GRANTOR

By



Name: D. R. Wells  
Title: Vice President

WINGFOOT VENTURES EIGHT INC. as a US GUARANTOR, a US FACILITIES GRANTOR and an ABL FACILITIES GRANTOR

By

Name:  
Title:



THE KELLY-SPRINGFIELD TIRE  
CORPORATION, as a US GUARANTOR,  
a US FACILITIES GRANTOR and an ABL  
FACILITIES GRANTOR

By

\_\_\_\_\_  
Name:

Title:

WHEEL ASSEMBLIES INC., as a US  
GUARANTOR

By

\_\_\_\_\_  
Name:

Title:

WINGFOOT COMMERCIAL TIRE  
SYSTEMS, LLC, as a US GUARANTOR, a  
US FACILITIES GRANTOR and an ABL  
FACILITIES GRANTOR

By

\_\_\_\_\_  
Name:

Title:

WINGFOOT VENTURES EIGHT INC. as  
a US GUARANTOR, a US FACILITIES  
GRANTOR and an ABL FACILITIES  
GRANTOR

By

  
\_\_\_\_\_

Name: Brent Copeland

Title: President

GOODYEAR CANADA INC., as a US  
GUARANTOR and an ABL FACILITIES  
GRANTOR.

By

L. Alexander

Name: L.M. Alexander

Title: Vice President

By

D.S. Hamilton

Name: D.S. Hamilton

Title: Secretary

**Schedule I to Amended and Restated  
Master Guarantee and Collateral Agreement  
NAAO Airships**

<b>Model</b>	<b>Last Tail Number</b>	<b>Name</b>	<b>Serial Number</b>	<b>Location</b>
GZ-20A	N1A	Stars & Stripes	S/N 4116	Pompano Beach, FL
GZ-20A	N10A	Spirit of America	S/N 4117	Carson, CA
GZ-20A	N3A	Spirit of Goodyear	S/N 4118	Akron, OH
GZ-20A	N2A *	Unnamed	S/N 4119	Akron, OH
GZ-22	N4A *	Unnamed	S/N 4120	Akron, OH

\* Currently not in service. Under repair and refurbishment for future use.

NY: 323545-2

**PATENT  
REEL: 015209 FRAME: 0628**

Schedule II to Master Guarantee and Collateral Agreement

1. Stock Pledge Agreement entered into as of April 1, 2003 with respect to the pledge of shares of Compañía Goodyear del Perú;
2. First Amendment to the Stock Pledge Agreement entered into as of April 1, 2003 with respect to the pledge of shares of Compañía Goodyear del Perú;
3. Stock Pledge Agreement dated August 13, 2003, with respect to the pledge of shares of Goodyear de Chile S.A.I.C.;
4. First Amendment to the Stock Pledge Agreement dated August 13, 2003, with respect to the pledge of shares of Goodyear de Chile S.A.I.C.;
5. Quota Pledge Agreement dated September 30, 2003, with respect to the pledge of quotas of Goodyear do Brasil Prouctos de Borracha Ltda.;
6. First Amendment to Quota Pledge Agreement dated September 30, 2003, with respect to the pledge of quotas of Goodyear do Brasil Prouctos de Borracha Ltda.;
7. Stock Pledge Agreement dated as of January 30, 2004, with respect to the pledge of shares of Goodyear de Colombia S.A.;
8. First Amendment to the Stock Pledge Agreement dated as of January 30, 2004, with respect to the pledge of shares of Goodyear de Colombia S.A.;
9. Memorandum of Security made the 9th day of December 2003, with respect to the pledge of shares of Goodyear Malaysia Berhad;
10. First Amendment to the Memorandum of Security made the 9th day of December 2003, with respect to the pledge of shares of Goodyear Malaysia Berhad;
11. Stock Pledge Agreement entered into as of December 3, 2003, with respect to the pledge of shares of Goodyear (Thailand) Public Company Limited;
12. First Amendment to the Stock Pledge Agreement entered into as of December 3, 2003, with respect to the pledge of shares of Goodyear (Thailand) Public Company Limited;
13. Deed of Charge made the 29th day of December 2003, with respect to the pledge of shares of Goodyear Orient Company (Private) Limited;
14. First Amendment to the Deed of Charge made the 29th day of December 2003, with respect to the pledge of shares of Goodyear Orient Company (Private) Limited;
15. Stock Pledge Agreement, entered into as of October 31, 2003, with respect to the pledge of shares of Corporación Industrial Mercurio, S.A. de C.V.;
16. First Amendment to the Stock Pledge Agreement, entered into as of October 31, 2003, with respect to the pledge of shares of Corporación Industrial Mercurio, S.A. de C.V.; and

17. Stock Pledge Agreement with respect to the pledge of shares of C.A. Goodyear de Venezuela.

**Schedule III to Amended and Restated**  
**Master Guarantee & Collateral Agreement**

**Mortgages**

1. Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property and a leasehold interest as more fully described therein and located in or about Gadsden, Etowah County, Alabama
2. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property as more fully described therein and located in or about Topeka, Shawnee County, Kansas
3. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Kelly-Springfield Tire Corporation, as Grantor, and First American Title Insurance Company, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain improved real property as more fully described therein and located in or about Fayetteville, Cumberland County, North Carolina
4. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire & Rubber Company, as Grantor, and First American Title Insurance Company, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain real property as more fully described therein and located at or about State Road 1503 in Caswell County, North Carolina
5. Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property as more fully described therein and located in or about Akron, Summit County, Ohio
6. Mortgage with Power of Sale, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property as more fully described therein and located in or about Lawton, Commanche County, Oklahoma

[List Continued on Next Page]

7. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire & Rubber Company, as Grantor, and Mark A. Rosser, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain improved real property as more fully described therein and located in or about Union City, Obion County, Tennessee
8. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of March 31, 2003 by and between The Goodyear Tire and Rubber Company, as Grantor, and James DeBoer, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain improved real property as more fully described therein and located in or about Danville, Pittsylvania County, Virginia
9. Second Priority Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property and a leasehold interest as more fully described therein and located in or about Gadsden, Etowah County, Alabama
10. Second Priority Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property as more fully described therein and located in or about Topeka, Shawnee County, Kansas
11. Second Priority Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Kelly-Springfield Tire Corporation, as Grantor, and First American Title Insurance Company, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain improved real property as more fully described therein and located in or about Fayetteville, Cumberland County, North Carolina
12. Second Priority Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire & Rubber Company, as Grantor, and First American Title Insurance Company, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain real property as more fully described therein and located at or about State Road 1503 in Caswell County, North Carolina

[List Continued on Next Page]

13. Second Priority Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property as more fully described therein and located in or about Akron, Summit County, Ohio
14. Second Priority Mortgage (With Power of Sale), Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire & Rubber Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee, for certain improved real property as more fully described therein and located in or about Lawton, Commanche County, Oklahoma
15. Second Priority Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire & Rubber Company, as Grantor, and Mark A. Rosser, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain improved real property as more fully described therein and located in or about Union City, Obion County, Tennessee
16. Second Priority Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated to be effective as of February 19, 2004 by and between The Goodyear Tire and Rubber Company, as Grantor, and James DeBoer, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary, for certain improved real property as more fully described therein and located in or about Danville, Pittsylvania County, Virginia

[End of Schedule]



## SCHEDULE IV TO MASTER GUARANTEE AND COLLATERAL AGREEMENT

## EUROPEAN FACILITIES SECURITY DOCUMENTS

## A. France

Security Documents

- Shares account pledge agreement (*acte de nantissement de compte d'instruments financiers*)  
between Goodyear Dunlop Tires Europe B. V., Dunlop France S. A. and JPMorgan Chase  
Bank 1
- Shares account pledge agreement (*acte de nantissement de compte d'instruments financiers*)  
between Goodyear Dunlop Tires Europe B. V., Goodyear France S. A. and JPMorgan Chase  
Bank 2
- Shares account pledge agreement (*acte de nantissement de compte d'instruments financiers*)  
between Dunlop France, Société Isséne de Participations S. A. ("SIPAR") and JPMorgan  
Chase Bank 3
- Statement of Pledge (*déclaration de gage de compte d'instruments financiers*) granted by  
Goodyear Dunlop Tires Europe B. V. over the financial instruments of Dunlop France S. A. 4
- Statement of Pledge (*déclaration de gage de compte d'instruments financiers*) granted by  
Goodyear Dunlop Tires Europe B. V. over the financial instruments of Goodyear France S. A. 5
- Statement of Pledge (*déclaration de gage de compte d'instruments financiers*) granted by  
Dunlop France S. A. over the financial instruments of SIPAR 6
- Delegation of claims (*acte de délégation imparfaite*) between Goodyear France S. A. and 7

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Dunlop France S.A. and JPMorgan Chase Bank	
Delegation of claims ( <i>acte de délégation imparfaite</i> ) between Goodyear France S.A. and Goodyear Luxembourg Tires S.A. and JPMorgan Chase Bank	<u>8</u>
Delegation of claims ( <i>acte de délégation imparfaite</i> ) between Dunlop France S.A. and Goodyear Luxembourg Tires S.A. and JPMorgan Chase Bank	<u>9</u>
Delegation of claims ( <i>acte de délégation imparfaite</i> ) between Dunlop France S.A. and SIPAR and JPMorgan Chase Bank	<u>10</u>
Delegation of claims ( <i>acte de délégation imparfaite</i> ) between Dunlop France S.A. and Peru Holding S.A. and JPMorgan Chase Bank	<u>11</u>
Delegation of claims ( <i>acte de délégation imparfaite</i> ) between Dunlop France S.A. and Société d'Equipement pour l'Industrie et l'Agriculture Société Nouvelle SARL and JPMorgan Chase Bank	<u>12</u>
Bank Accounts Pledge Agreement ( <i>nantissement de solde de comptes bancaires</i> ) between Goodyear Finance Holding S.A., JPMorgan Chase Bank and the Revolving Lenders	<u>13</u>
Charge over business agreement ( <i>acte de nantissement de fonds de commerce</i> ) between Goodyear France S.A. and JPMorgan Chase Bank	<u>14</u>
Charge over business agreement ( <i>acte de nantissement de fonds de commerce</i> ) between Dunlop France S.A. and JPMorgan Chase Bank	<u>15</u>
<b><u>Certificates of Pledge</u></b>	
Certificate of Pledge regarding the share account pledge agreement between Goodyear Dunlop Tires Europe B.V., Goodyear France S.A. and JPMorgan Chase Bank	<u>16</u>

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Certificate of Pledge regarding the share account pledge agreement between Dunlop France S.A., SIPAR and JPMorgan Chase Bank	<u>17</u>
Certificate of Pledge regarding the share account pledge agreement between Goodyear Dunlop Tires Europe B.V., Dunlop France S.A. and JPMorgan Chase Bank	<u>18</u>
<b><u>Formalities Certificates</u></b>	
Formalities Certificate of Goodyear France S.A. dated 28th March 2003	<u>19</u>
Formalities Certificate of Dunlop France S.A. dated 28th March 2003	<u>20</u>
<b><u>Corporate Documents</u></b>	
Extraits du registre du Commerce et des Sociétés of Goodyear France S.A. dated 25th March 2003	<u>21</u>
Extraits Lbis of Goodyear France S.A. dated 25th March 2003	<u>22</u>
Extraits Kbis of Goodyear France S.A. dated 25th March 2003	<u>23</u>
Status of SIPAR	<u>24</u>
Extraits Kbis of SIPAR dated 25th March 2003	<u>25</u>
Board Minutes of SIPAR dated 24th March 2003	<u>26</u>
Extraits du registre du Commerce et des Sociétés of Dunlop France S.A. dated 25th March	<u>27</u>

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Extraits Lbis of Dunlop France S.A. dated 25th March 2003 28

Inscription au repertoire d'un établissement nouvellement crée of Dunlop France S.A. dated 25th March 2003 29

Certified copy of the Shareholders Register of Goodyear France S.A. dated 25th March 2003 30

Certified copy of the Shareholders Register of Dunlop France S.A. dated 25th March 2003 31

Certified copy of the Shareholders Register of SIPAR dated 25th March 2003 32

Bordeaux d'inscription de Privilège de Nantissement (registration forms use in order to register the charge over business with the relevant Commercial Courts) of Goodyear France S.A. 33

Bordeaux d'inscription de Privilège de Nantissement (registration forms use in order to register the charge over business with the relevant Commercial Courts) of Dunlop France S.A. 34

**Legal Opinion**

French law legal opinion of Allen & Overy Paris 35

**B. England**

[2368976]

Security Documents

Charge of shares in Goodyear Dunlop Tyres UK Limited granted by Goodyear Dunlop Tyres Europe B. V. in favour of JPMorgan Chase Bank (the "Goodyear English Share Charge") 1

Charge of shares in Dunlop Tyres Limited granted by Goodyear Dunlop Tyres Europe B. V. in favour of JPMorgan Chase Bank (the "Dunlop English Share Charge") 2

Security Agreement between Goodyear Dunlop Tyres UK Limited, Dunlop Tyres Limited and JPMorgan Chase Bank (the "Security Agreement") 3

Registration Documents

Certificate of the Registration of a Mortgage or charge over the assets of Goodyear Dunlop Tyres UK Limited in respect of the Security Agreement dated 15th April 2003 4

Certificate of the Registration of a Mortgage or charge over the assets of Dunlop Tyres Limited in respect of the Security Agreement dated 15th April 2003 5

Certificate of the Registration of a Mortgage or charge over the assets of Dunlop Tyres Ltd in respect of charge over shares of Goodyear Dunlop Tyres Ireland Limited dated 15th April 2003 6

"Slavenburg" letter from Companies House acknowledging application for registration of the Goodyear English Share Charge dated 13th April 2003 7

"Slavenburg" letter from Companies House acknowledging application for registration of the Dunlop English Share Charge dated 13th April 2003 8

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Form 395s requesting the registration of the Goodyear English Share Charge and Dunlop English Share Charge dated 10th April 2003

9

**Formalities Certificates**

Formalities Certificate for Goodyear Dunlop Tyres UK Limited dated 31st March 2003

10

Formalities Certificate for Dunlop Tyres Limited dated 31st March 2003

11

**Share Certificates**

Two share certificates (Certificate number 001170 and Certificate number P140) representing 106,651,000 ordinary shares and 50,000 preference shares of Goodyear Dunlop Tyres UK Limited dated 31st March 2003. Extract from register of members and share ledger of Goodyear Dunlop Tyres Europe B. V. evidencing the registration

12

Two share certificates (Certificate number 23 and Certificate number 25) representing 125,000,000 ordinary shares and 24,000 preference shares of Dunlop Tyres Limited. Extract from register of members and share ledger of Goodyear Dunlop Tyres Europe B. V. evidencing the registration

13

Stock transfer form of Goodyear Dunlop Tyres UK Limited, executed in blank

14

Stock transfer form of Dunlop Tyres Limited, executed in blank

15

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**Legal Opinion**

English law legal opinion given by Allen & Overy London

16

**C. The Netherlands**

**Security Documents**

Intercompany Accounts Receivable Pledge between Goodyear Dunlop Tires Europe B. V.,  
Goodyear Finance Holdings S. A. and JPMorgan Chase Bank

1

Accounts Receivable Pledge between Goodyear Dunlop Tires Europe B. V. and JPMorgan  
Chase Bank

2

Bank Accounts Receivable Pledge between Goodyear Dunlop Tires Europe B. V. and  
JPMorgan Chase Bank

3

Deed of Pledge of registered shares of Goodyear Dunlop Tires Nederland B. V. granted by  
Goodyear Dunlop Tires Europe B. V. in favour of JPMorgan Chase Bank

4

Deed of Possessory Pledge of share certificates of Goodyear Hellas Industrial and  
Commercial Societè Anonyme dated 15th April 2003

5

**Formalities Certificate**

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Formalities Certificate of Goodyear Dunlop Tires Europe B. V. 6

**Corporate Documents**

Constitutional documents of Goodyear Dunlop Tires Europe B. V. 7

**Legal Opinion**

Netherlands law legal opinion of Allen & Overy Amsterdam 8

**D. Luxembourg**

**Security Documents**

Pledge over shares in Goodyear Luxembourg Tires S. A. between Goodyear Dunlop Tires Europe B. V. and JPMorgan Chase Bank 1

Pledge over shares in Goodyear Finance Holding S. A. between the Goodyear Tire & Rubber Company, Goodyear International Corporation and JPMorgan Chase Bank 2

Pledge of business agreement (*gage sur fonds de commerce*) between Goodyear Luxembourg Tires S. A. and JPMorgan Chase Bank 3

[2368976]



Security assignment over bank accounts between Goodyear Finance Holding S.A. and JPMorgan Chase Bank 4

Security assignment over bank accounts between Goodyear Luxembourg Tires S.A. and JPMorgan Chase Bank 5

Security assignment over receivables between Goodyear Finance Holding S.A. and JPMorgan Chase Bank 6

Security assignment over receivables between Goodyear Luxembourg Tires S.A. and JPMorgan Chase Bank 7

Security assignment over the benefit of insurance covering assets between Goodyear Luxembourg Tires S.A. and JPMorgan Chase Bank 8

**Formalities Certificate**

Formalities Certificate of Goodyear Luxembourg Tires S.A. 9

Formalities Certificate of Goodyear Finance Holding S.A. 10

**Legal Opinions**

Luxembourg law legal opinion given by Allen & Overy Luxembourg 11

**E. Portugal**

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**Security Document**

Pledge over shares in Goodyear Dunlop Tires Portugal, Unipessoal, Lda granted by Goodyear Dunlop Tires Europe B. V. in favour of JPMorgan Chase Bank

1

**Power of Attorney**

Notarised and apostilled copy of power of attorney given by Goodyear Dunlop Tires Europe B. V. to JPMorgan Chase Bank

2

**Corporate Documents**

Certified copy of the minutes of the shareholders meeting of Goodyear Dunlop Tires Portugal dated 31st March 2003

3

**Legal Opinion**

Portuguese law legal opinion of Vasconcelos, F Sa Carneiro, Fontes & Associados

4

**F. Spain**

**Security Documents**

Public Deed of Share Pledge granted by Goodyear Dunlop Tires Europe B. V. and Dunlop France S.A. in favour of JPMorgan Chase Bank over the shares of Goodyear Dunlop Tires España S.A. (the "Spanish Share Pledge")

1

[2368976]

Public Deed of Rectification of Deed of Share Pledge in respect of the Spanish Share Pledge  
dated 4th April 2003 2

**Share Certificates**

Two original notarised and legalised share certificates relating to the pledged shares of  
Goodyear Dunlop Tires España S.A. 3

**Legal Opinion**

Spanish law legal opinion of Allen & Overy Madrid 4

**G. Switzerland**

**Security Document**

Pledge over shares in Goodyear Dunlop Tires Suisse S.A. granted by Goodyear Dunlop Tires  
Europe B.V. in favour of JPMorgan Chase Bank (the "Swiss Share Pledge") 1

**Corporate Document**

Shareholders register of Goodyear Dunlop Tires Suisse S.A. 2

Circular Resolution of the Board of Directors of Goodyear Dunlop Tires Suisse S.A.  
approving the entrance into the Swiss Share Pledge dated 31st March 2003 3

[2368976]

Declaration of the Directors of Goodyear Dunlop Tires Suisse S. A. dated 31st March 2003

4

Letter of Baker & McKenzie Zurich confirming the identity of the pledgor as referred to in the shareholders register of Goodyear Dunlop Tires Suisse S.A. dated 4th April 2003

5

**Legal Opinion**

Swiss law legal opinion of Lenz & Stachelin

6

**H. Austria**

**Security Document**

Pledge over shares in Goodyear Dunlop Tires Austria GmbH granted by Goodyear Dunlop Tires Europe B. V. in favour of JPMorgan Chase Bank

1

Notice of pledge from JPMorgan Chase Bank to Goodyear Dunlop Tires Austria GmbH

2

**Power of Attorney**

Original, notarised and apostilled special power of attorney granted by Goodyear Dunlop Tires Europe B. V. to JPMorgan Chase Bank in respect of voting rights

3

Original, notarised and apostilled special power of attorney granted by Goodyear Dunlop Tires Europe B. V. to JPMorgan Chase Bank in respect of the recording of the pledge

4

**Legal Opinion**

[2368976]

**I. Ireland**

**Security Document**

Charge of shares in Goodyear Dunlop Tires Ireland Limited granted by Dunlop Tyres Ltd in favour of JPMorgan Chase Bank (the "**Irish Share Charge**") 1

**Corporate Documents**

Share certificates in Goodyear Dunlop Tires Ireland Limited 2

Certified copy of the Register of Members of Goodyear Dunlop Tires Ireland Limited dated 6th July 1999 and a copy of the Companies Office print out in respect of Goodyear Dunlop Tires Ireland Limited 3

Undated letters of resignation of directors of Goodyear Dunlop Tires Ireland Limited 4

Blank stock transfer form in respect of the shares of Goodyear Dunlop Tires Ireland Limited 5

**Legal Opinion**

Irish law legal opinion given by McCann Fitzgerald dated 1st April 2003 6

**J. Belgium**

**Security Documents**

Bank account pledge agreement among Goodyear Luxembourg Finance Holdings S.A. and  
JPMorgan Chase Bank 1

Pledge over shares in Goodyear Dunlop Belgium Tires NV/SA granted by Goodyear Dunlop  
Europe B.V. and Dunlop France S.A. in favour of JPMorgan Chase Bank 2

English language and Flemish language certificates of pledge of registered shares in  
Goodyear Dunlop Belgium Tires NV/SA 3

Copy of the share register of Goodyear Dunlop Tires Belgium NV/SA recording the share  
pledge agreement 4

**Legal Opinion**

Belgium legal opinion of Allen & Overy Brussels 5

**K. Poland**

**Security Documents**

Pledge over shares in Goodyear Dunlop Tires Polska Sp. z.o.o. granted by Goodyear Dunlop  
Tires Europe B.V. in favour of JPMorgan Chase Bank (English language version) 1

[2368976]

Notarised and legalised pledge over shares in Goodyear Dunlop Tires Polska Sp. z.o.o.  
granted by Goodyear Dunlop Tires Europe B.V. in favour of JPMorgan Chase Bank (Polish  
language version) 2

Pledge over shares in Goodyear Dunlop Tires Polska Sp. z.o.o. granted by Goodyear  
Luxembourg Tires S.A. in favour of JPMorgan Chase Bank (English language version) 3

Notarised and legalised pledge over shares in Goodyear Dunlop Tires Polska Sp. z.o.o.  
granted by Goodyear Luxembourg Tires S.A. in favour of JPMorgan Chase Bank (Polish  
language version) 4

**Powers of attorney**

Power of attorney granted by Goodyear Dunlop Tires Europe B.V. to JPMorgan Chase Bank 5

Power of attorney granted by Goodyear Luxembourg Tires S.A. to JPMorgan Chase Bank 6

**Legal Opinion**

Polish law legal opinion of Allen & Overy Warsaw 7

L. Sweden

**Security Document**

Pledge over shares in Goodyear Dunlop Tires Sverige AB granted by Goodyear Dunlop  
Tires Europe B.V. in favour of JPMorgan Chase Bank 1

[2368976]

Acknowledgement of the pledge from Goodyear Dunlop Tires Sverige AB

2

Powers of attorney

Power of attorney of Goodyear Dunlop Tires Europe B. V. authorising a representative of JPMorgan Chase Bank to attend and vote in shareholder meetings of Goodyear Dunlop Tires Sverige AB

3

Legal Opinion

Swedish law legal opinion of Advokatfirman Vinge KB

4

**M. Denmark**

Security Documents

Pledge over shares in Goodyear Dunlop Denmark A/S granted by Goodyear Dunlop Tires Europe B. V. in favour of JPMorgan Chase Bank

1

Notice of pledge agreement from Goodyear Dunlop Tires Europe B. V. to Goodyear Dunlop Tires Denmark A/S

2

Power of Attorney

Power of Attorney between Goodyear Dunlop Tires Europe B. V. and JP Morgan Chase Bank

3

[2368976]



Transfer of Certificate

Transfer Certificates in respect of shares of Goodyear Dunlop Tires Denmark A/S granted in favour of JPMorgan Chase Bank 4

Legal Opinion

Danish law legal opinion of Plesner Svane Gronborg 5

**N. Italy**

Security Documents

1 original copy of the Pledge of Shares of Goodyear Dunlop Tires Italia S.p.A. entered into on 15th April, 2003 between Dunlop France S.A., the Finance Parties (I Finanziatori) as listed in Schedule I of said Agreement and JPMorgan Chase Bank 1

1 original copy of the Pledge of Shares of Goodyear Italiana S.p.A. entered into on 15th April, 2003 between Goodyear Luxembourg Tires S.A., the Finance Parties (I Finanziatori) as listed in Schedule I of said Agreement and JPMorgan Chase Bank 2

1 original copy of the Pledge of Shares of Goodyear Italiana S.p.A. entered into on 15th April, 2003 between Goodyear Dunlop Tires Europe B.V., the Finance Parties (I Finanziatori) as listed in Schedule I of said Agreement and JPMorgan Chase Bank 3

1 original copy of the Pledge of Shares of Goodyear Dunlop Tires Italia S.p.A. entered into on 15th April, 2003 between Goodyear Dunlop Tires Europe B.V., the Finance Parties (I 4

[2368976]

Fianziatori) as listed in Schedule I of said Agreement and JPMorgan Chase Bank

Share Certificates

Original share certificate (Certificate n. 61) representing 1,973,810 registered shares, each with face value of 1 Euro, of Goodyear Italiana S.p.A., with registered office in Rome - Piazza Guglielmo Marconi n. 25 and registered into the Register of Enterprises of Rome under n. 00143460590. Said shares are registered in the name of Goodyear Dunlop Tires Europe B.V. 5

Original share certificate (Certificate n. 62), representing 26,190 registered shares, each with face value of 1 Euro, of Goodyear Italiana S.p.A., with registered office in Rome - Piazza Guglielmo Marconi n. 25 and registered into the Register of Enterprises of Rome under n. 00143460590. Said shares are registered in the name of Goodyear Luxembourg Tires S.A. 6

Original share certificate (Certificate n. 1), representing 85,014,000 registered shares of class A, each with face value of 1 Euro, of Goodyear Dunlop Tires Italia S.p.A., with registered office in Rome - Piazza Guglielmo Marconi n. 25 and registered into the Register of Enterprises of Rome under n. 06323201001. Said shares are registered in the name of Goodyear Italiana S.p.A. 7

Original share certificate (Certificate n. 2), representing 27,687,000 registered shares of class A, each with face value of 1 Euro, of Goodyear Dunlop Tires Italia S.p.A., with registered office in Rome - Piazza Guglielmo Marconi n. 25 and registered into the Register of Enterprises of Rome under n. 06323201001. Said shares are registered in the name of Dunlop Pneumatici S.p.A. 8

Original share certificate (Certificate n. 3), representing 1,709,000 registered shares of class A, each with face value of 1 Euro, of Goodyear Dunlop Tires Italia S.p.A., with registered 9

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office in Rome - Piazza Guglielmo Marconi n. 25 and registered into the Register of Enterprises of Rome under n. 06323201001. Said shares are registered in the name of Eurosava S.r.l.

**Legal Opinion**

Italian law legal opinion of Allen & Overy, London 10

**O. Greece**

Greek law legal opinion of M. & P. Bernitsas 1

**P. Germany**

Reference Deed to Share Pledge Agreements and Interest Pledge Agreements 1

**Security Documents**

German Security Trust Agreement 2

Share Pledge by Goodyear Dunlop Tires Europe B. V. over its shares in RVM Reifen  
Vertriebsmanagement GmbH 3

Share Pledge by Goodyear Dunlop Tires Europe B. V. over its shares in Goodyear Dunlop  
Tires Germany GmbH 4

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- 5 Share Pledge by Dunlop GmbH & Co. KG over its shares in Holert Konz GmbH
- 6 Interest Pledge by Goodyear Dunlop Tires Germany GmbH and RVM Reifen  
Vertriebsmanagement GmbH over their interests in Fulda Reifen GmbH & Co. KG
- 7 Interest Pledge by Goodyear Dunlop Tires Germany GmbH and RVM Reifen  
Vertriebsmanagement GmbH over their interests in Pneumant Reifen GmbH & Co. KG
- 8 Interest Pledge by Fulda Reifen GmbH & Co. KG and RVM Reifen Vertriebsmanagement  
GmbH over their interests in Goodyear GmbH & Co. KG
- 9 Interest Pledge by Pneumant Reifen GmbH & Co. KG and RVM Reifen  
Vertriebsmanagement GmbH over their interests in Dunlop GmbH & Co. KG
- 10 Security Assignment of intercompany receivables by Goodyear Dunlop Tires Germany  
GmbH
- 11 Security Assignment of intercompany receivables by RVM Reifen Vertriebsmanagement  
GmbH
- 12 Security Assignment of intercompany receivables by Fulda Reifen GmbH & Co. KG
- 13 Security Assignment of intercompany receivables by Pneumant Reifen GmbH & Co. KG
- 14 Security Assignment of intercompany receivables by Goodyear GmbH & Co. KG
- 15 Security Assignment of intercompany receivables by Dunlop GmbH & Co. KG

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Security Assignment of intercompany receivables by Holert Konz GmbH	<u>16</u>
Global Assignment of trade receivables by Holert Konz GmbH	<u>17</u>
Security Transfer of inventory and equipment by Goodyear Dunlop Tires Germany GmbH	<u>18</u>
Account Pledge by Holert Konz GmbH	<u>19</u>
Deed of creation of comprehensive land charge by Goodyear GmbH & Co. KG and Dunlop GmbH & Co. KG	<u>20</u>
Deed of submission to immediate enforcement relating to comprehensive land charge granted by Goodyear GmbH & Co. KG and Dunlop GmbH Co. KG	<u>21</u>
Agreement of security purpose of comprehensive land charge	<u>22</u>
Security transfer of equipment granted by Goodyear GmbH & Co. KG	<u>23</u>
Security transfer of equipment granted by Dunlop GmbH & Co. KG	<u>24</u>
Allen & Overy Frankfurt Legal Opinion	<u>25</u>
<b><u>German conditions precedents</u></b>	
Certified copy of an extract of the commercial register pertaining to Goodyear Dunlop Tires Germany GmbH	<u>1</u>

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2

Certified copy of the shareholders' agreement pertaining to Goodyear Dunlop Tires Germany

3

Certified copy of the extract from the commercial register pertaining to Fulda Reifen GmbH & Co. KG

4

Copy of the partnership agreement pertaining to Fulda Reifen GmbH & Co. KG including a certified copy of the notarial deed regarding the transfer of a part share and the conversion of NAS-National Account Service GmbH into Goodyear GmbH & Co. KG and partners' resolution regarding the change of the name of Goodyear GmbH & Co. KG into Fulda Reifen GmbH & Co. KG

5

Certified extract from the commercial register pertaining to Goodyear GmbH & Co. KG

6

Copy of the partnership agreement pertaining to Goodyear GmbH & Co. KG including a certified copy of the notarial deed regarding the conversion of Goodyear GmbH to Fulda Reifen GmbH & Co. KG and partners' resolution regarding the change of the name of Fulda Reifen GmbH & Co. KG into Goodyear GmbH & Co. KG

7

Certified copy of the extract from the commercial register pertaining to Pneumant Reifen GmbH & Co. KG

8

Copy of the partnership agreement pertaining to Pneumant Reifen GmbH & Co. KG including a certified copy of the notarial deed regarding the transfer of a share and the conversion of Josef Kempen GmbH into Dunlop GmbH & Co. KG and the partners' resolution regarding the change of the name of Dunlop GmbH & Co. KG into Pneumant Reifen GmbH & Co. KG

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Certified copy of the extract from the commercial register pertaining to RVM Reifen Betriebsmanagement GmbH

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- 10 Certified copy of the shareholders' agreement pertaining to RVM Reifen  
Vertriebsmanagement GmbH
- 11 Certified copy of the extract from the commercial register pertaining to Dunlop GmbH &  
Co. KG
- 12 Copy of the partnership agreement pertaining to Dunlop GmbH & Co. KG including a  
certified copy of the notarial deed regarding the conversion of Dunlop GmbH into Pneumant  
Reifen GmbH & Co. KG and the partners' resolution regarding the change of the name of  
Pneumant Reifen GmbH & Co. KG into Dunlop GmbH & Co. KG
- 13 Certified copy of the extract from the commercial register pertaining to Holert Konz GmbH
- 14 Certified copy of the shareholders' agreement pertaining to Holert Konz GmbH
- 15 Certified copy of the extract from the commercial register pertaining to GD Financial  
Service GmbH
- 16 Certified copy of the shareholders' agreement pertaining to GD Financial Service GmbH
- 17 Original of the certificate of the general managers of Goodyear Dunlop Tires Germany  
GmbH
- 18 Original of the certificate of the general managers of Fulda Reifen GmbH & Co. KG
- 19 Original of the certificate of the general managers of Goodyear GmbH & Co. KG
- 20 Original of the certificate of the general managers of Pneumant Reifen GmbH & Co. KG

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Original of the certificate of the general managers of RVM Reifen Vertriebsmanagement GmbH 21

Original of the certificate of the general managers of Dunlop GmbH & Co KG 22

Original of the certificate of the general managers of Holert Konz GmbH 23

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## FORM OF PERFECTION CERTIFICATE

Reference is made to (i) the Amended and Restated Revolving Credit Agreement dated as of March 31, 2003, as amended on February 19, 2004, among The Goodyear Tire & Rubber Company (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent and Collateral Agent for the Lenders (in such capacities, the "Administrative Agent") (as amended, the "Revolving Credit Agreement"), (ii) the Term Loan Agreement dated as of March 31, 2003, as amended on February 19, 2004, among the Borrower, certain lenders and the Administrative Agent (as amended, the "Term Loan Agreement"), (iii) the Term Loan and Revolving Credit Agreement dated as of March 31, 2003, as amended on February 19, 2004, among the Borrower, certain lenders and the Administrative Agent (as amended, the "ABL Facilities Agreement" and, together with the Revolving Credit Agreement and the Term Loan Agreement, the "Credit Agreements"), and (iv) the Guarantee and Collateral Agreement dated as of March 31, 2003, as amended on February 19, 2004, among the Borrower, certain of its Subsidiaries and the Administrative Agent (as amended, the "Guarantee and Collateral Agreement"). Capitalized terms used but not defined herein have the meanings assigned in the Guarantee and Collateral Agreement.

The undersigned, a Financial Officer and a legal officer, respectively, of the Borrower, hereby certify to the Administrative Agent and each other Secured Party, as follows:

1. Names. (a) Set forth below is the exact legal name of (i) each Domestic Subsidiary (as defined in the US Facilities Agreements) and each other North American Subsidiary (as defined in the ABL Facilities Agreement), in each case other than any Subsidiary that (A) is an Excluded Subsidiary, (B) is a Consent Subsidiary, or (C) has consolidated assets not greater than \$10,000,000 as of December 31, 2002, or, if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of the Credit Agreements, and (ii) any other US Grantor:

Domestic Subsidiaries

Allied Tire Sales, Inc.  
 Belt Concepts of America, Inc.  
 Cosmoflex, Inc.  
 Dapper Tire Co., Inc.  
 Divested Companies Holding Company  
 Divested Litchfield Park Properties, Inc.  
 Goodyear Farms, Inc.  
 Goodyear International Corporation  
 The Kelly-Springfield Tire Corporation  
 Wingfoot Commercial Tire Systems, LLC  
 Wingfoot Ventures Eight Inc.

Other North American Subsidiaries

Goodyear Canada Inc.

(b) Set forth below is the exact legal name of each Domestic Subsidiary and other North American Subsidiary that (a) has consolidated assets not greater than \$10,000,000, as of December 31, 2002, or, if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of the Credit Agreements, and (b) is not a Consent Subsidiary or an Excluded Subsidiary:

Celeron Corporation  
Goodyear Western Hemisphere Corporation  
Wheel Assemblies Inc.

(c) Schedule 1 hereto sets forth the legal name of each Consent Subsidiary.

(d) Set forth below is each legal name (other than the one provided in Section 1) that each Grantor has had in the five years preceding the Effective Date, together with the date of the relevant change:

None.

(e) The following is a list of all other names (including trade names or similar appellations) used by each Grantor in connection with the conduct of its business or the ownership of its properties at any time during the five years preceding the Effective Date:

<u>Grantor</u>	<u>Other Names</u>
The Goodyear Tire & Rubber Company	Atomic Tire and Auto Service Blue Streak Trading Company Cambridge Tire Car Care Centers Discount Tires El Campo Tire Gerard Tire & Auto Service Just Tires Mark C. Bloome Norton Tire & Auto Service Sam's Tire & Auto Service
Goodyear Canada Inc.	Goodyear Commercial Tire and Service Centre
Wingfoot Commercial Tire Systems, LLC	Treadco, Inc. The Goodyear Tire & Rubber Company d/b/a Goodyear Commercial Tire and Service Center and d/b/a Brad Ragan Tire & Service Brad Ragan, Inc.

<u>Grantor</u>	<u>Other Names</u>
	Piedmont Service Trucks (Spruce Pine, NC)

(f) Set forth below is the organizational identification number, if any, as of the date hereof, issued by the jurisdiction of formation of each Grantor that is a registered organization:

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Organizational Identification Number</u>
Allied Tire Sales, Inc.	Florida	L06196
Belt Concepts of America, Inc.	Delaware	2338072
Cosmoflex, Inc.	Delaware	0791849
Dapper Tire Co., Inc.	California	C0365230
Divested Companies Holding Company	Delaware	2144561
Divested Litchfield Park Properties, Inc.	Arizona	0200630-3
Goodyear Canada Inc.	Ontario	1500914
Goodyear Farms, Inc.	Arizona	0029007-9
Goodyear International Corporation	Delaware	0129511
The Goodyear Tire & Rubber Company	Ohio	12127
The Kelly-Springfield Tire Corporation	Delaware	2338075
Wingfoot Commercial Tire Systems, LLC	Ohio	1182393
Wingfoot Ventures Eight Inc.	Delaware	2167469

(g) Set forth below is the US Federal Taxpayer Identification Number of each Grantor as of the date hereof:

<u>Grantor</u>	<u>Federal Taxpayer Identification Number</u>
Allied Tire Sales, Inc.	59-2967230
Belt Concepts of America, Inc.	56-1947316
Cosmoflex, Inc.	34-1130989
Dapper Tire Co., Inc.	95-2012142
Divested Companies Holding Company	51-0304855
Divested Litchfield Park Properties, Inc.	51-0304856
Goodyear Canada Inc.	N/A
Goodyear Farms, Inc.	86-0056985
Goodyear International Corporation	34-0253255
The Goodyear Tire & Rubber Company	34-0253240
The Kelly-Springfield Tire Corporation	31-1515120
Wingfoot Commercial Tire Systems, LLC	31-1735402
Wingfoot Ventures Eight Inc.	51-0319223

2. Current Locations. (a) The chief executive office of each Grantor as of the date hereof is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>
Allied Tire Sales, Inc.	7001 Lake Ellenor Drive Suite 150 Orlando, FL 32809-5792	Orange
Belt Concepts of America, Inc.	605 North Pine St Spring Hope, NC 27882	Nash
Cosmoflex, Inc.	4142 Industrial Avenue Hannibal, MO 63401	Ralls
Dapper Tire Co., Inc.	4025 Lockridge St San Diego, CA 92101-4509	San Diego
Divested Companies Holding Company	1209 Orange St Wilmington, DE 19801	New Castle
Divested Litchfield Park Properties, Inc.	3225 North Central Ave Phoenix, AZ 85012	Maricopa
Goodyear Canada Inc.	450 Kipling Ave. Toronto, Ontario CANADA M8Z 5E1	N/A
Goodyear Farms, Inc.	3225 North Central Ave Phoenix, AZ 85012	Maricopa
Goodyear International Corporation	1144 East Market St. Akron, OH 44316-0001	Summit
The Goodyear Tire & Rubber Company	1144 East Market St Akron, OH 44316-0001	Summit
The Kelly-Springfield Tire Corporation	1144 East Market St. Akron, OH 44316-0001	Summit
Wingfoot Commercial Tire Systems, LLC	1000 South 21st Street Fort Smith, AR 72901	Sebastian
Wingfoot Ventures Eight Inc.	1105 North Market St Suite 1300 Wilmington, DE 19899	New Castle

3. Stock Ownership and other Equity Interests. Schedule 3A hereto is a true and correct list of all the Equity Interests in Subsidiaries (other than Excluded Equity Interests) owned by any US Facilities Grantor as of the date hereof and required to be pledged under the Guarantee and Collateral Agreement and the record and beneficial owners of such Equity Interests. Schedule 3B hereto is a true and correct list of all Excluded Equity Interests owned by any US Facilities Grantor as of the date hereof.

4. Debt Instruments. Schedule 4 hereto is a true and correct list of all Instruments constituting Article 9 Collateral as of the date hereof and representing Indebtedness in excess of \$3,000,000.

5. US Intellectual Property. Schedule 5(A) hereto sets forth information sufficient for filing in proper form with the United States Patent and Trademark Office, all of the Material Intellectual Property of each US Facilities Grantor consisting of US Patents and US Trademarks, including the name of the registered or beneficial owner, the registration or patent number, and the registration date or date granted for each such Patent and Trademark owned by any such Grantor. Schedule 5(B) hereto sets forth information sufficient for filing in proper form with the United States Copyright Office, all of each US Facilities Grantor's Material Intellectual Property consisting of Copyrights, including the name of the registered owner, the registration number and the registration date of each Copyright owned by any such Grantor.

6. Canadian Intellectual Property. Schedule 6 hereto sets forth information sufficient for filing in proper form with the Canadian Intellectual Property Office of each US Facilities Grantor and of Goodyear Canada Inc. consisting of Canadian Trademarks, including the name of the registered or beneficial owner, the registration or patent number, and the registration date or date granted for each such owned by any such Grantor.

7. Deposit Accounts. Schedule 7 hereto is a true and correct list of all Deposit Accounts that constitute ABL Facilities Collateral as of the date hereof and are maintained by each ABL Facilities Grantor, including the name of the depository institution, the type of account and the account number (with each Deposit Account which is not part of the Lockbox System indicated by an "N").

IN WITNESS WHEREOF, the undersigned have duly executed this perfection certificate on this \_\_\_\_ day of \_\_\_\_\_, 2004.

**THE GOODYEAR TIRE & RUBBER  
COMPANY,**

by

\_\_\_\_\_  
Name  
Title:

by

\_\_\_\_\_  
Name:  
Title:

## SCHEDULE 1

### Consent Subsidiaries

- Goodyear Dunlop Tires North America, Ltd.
- Utica Converters Inc.
- Goodyear-SRI Global Purchasing Company
- Goodyear-SRI Global Technology LLC
- Goodyear Australia Pty Limited
- Goodyear Lastikleri Turk Anonim Sirketi
- Goodyear Dalian Tire Company Ltd.
- Goodyear South Asia Tyres Private Ltd
- Goodyear India Limited
- Goodyear Maroc S.A.

**SCHEDULE 3A**

**Pledged Equity Interests**



**SCHEDULE 3B**

**Excluded Equity Interests**

**SCHEDULE 4**

**Debt Instruments**

**SCHEDULE 5A**

**Material US Patents and Trademarks**

**SCHEDULE 5B**

**Material US Copyrights**

**SCHEDULE 6**

**Material Canadian Trademarks**

**SCHEDULE 7**

**Deposit Accounts**