

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Dynamic Tire Corp. (successor to Industrial Tires Limited)	01/30/2008

RECEIVING PARTY DATA

Name:	RBS Citizens, N.A. (successor to Citizens Bank of Massachusetts), as Collateral Agent
Street Address:	52 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5197785
Patent Number:	D498203
Patent Number:	D499065
Application Number:	11322466

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038264-0052

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 5

PATENT

500459073

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of January 30, 2008, is entered into by DYNAMIC TIRE CORP. (successor to Industrial Tires Limited), an Ontario Corporation (the "Grantor"), and RBS CITIZENS, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of January 30, 2008 among the Grantor, 2082320 Ontario Inc., GPX International Tire Corporation, Logi Planning Corp., GPX International LLC and Sunrise Global Trade, Inc. and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor is granting a security interest to the Collateral Agent in certain Intellectual Property Rights whether now owned or existing or hereafter acquired or arising and wherever located, including the patents and patent applications listed on Schedule A (the "Secured Patents").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured Patents, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Security Agreement. The provisions of the Security Agreement are supplemental to the provisions of this Agreement.

(ii) Covenants

(a) The Grantor agrees that from time to time, at the expense of the Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Secured Patents. Without limiting the generality of the foregoing, the Grantor shall (A) authorize such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; and (B) at the request of Collateral Agent, take such requested actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Secured Patents with the United States Patent and Trademark Office and/or the various Secretaries of State.

(b) The Grantor hereby authorizes the Collateral Agent to file a Record or Records (as defined in Section 9-102 of the New York Uniform Commercial Code), including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent in the Secured Patents.

(c) The Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining the Grantor's approval of or signature to such modification by amending Schedule A (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Patents or any Patents acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest.

(iii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except as set forth herein or otherwise in accordance with the amendment provisions of the Security Agreement.

(iv) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(v) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent for the benefit for the Secured Parties and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(vi) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

DYNAMIC TIRE CORP.

By: _____

Name:

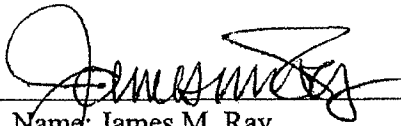
Bryan S. Ganz

Title:

President

[Signature Page to Patent Security Agreement]

RBS CITIZENS, N.A.

By: 
Name: James M. Ray
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 020478 FRAME: 0225

SCHEDULE A

I. UNITED STATES PATENTS

Title	Patent No.	Issue Date
TWO PIECE ADAPTER RIM FOR WHEEL ASSEMBLIES	Pat. No. 5,197,785	Issued: 3/30/1993
TIRE FOR INDUSTRIAL USE	Pat. No. D498,203	Issued: 11/9/2004
INDUSTRIAL TIRE	Pat. No. D499,065	Issued: 11/30/2004

II. UNITED STATES PATENT APPLICATIONS

Title	Serial No.	Filing Date
UNIVERSAL FLOOR AND BUCKET PROTECTION SERVICES SYSTEMS, AND METHODS	Serial No: 11/322,466	Filed on: 12/30/2005