

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3644460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Execution Date
THE GOODYEAR TIRE & RUBBER COMPANY	12/01/2015

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	270 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017

## PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	6821106
Patent Number:	8273276
Patent Number:	7216684
Patent Number:	7950430
Patent Number:	7360571
Patent Number:	7441318
Patent Number:	7484545
Patent Number:	8210223
Patent Number:	7604148
Patent Number:	7453407
Patent Number:	D623586
Patent Number:	8863795

## CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP RESEARCH PLUS, INC.

Address Line 1: 21 TADCASTER CIRCLE

Address Line 2: ATTN: PENELOPE J.A. AGODOA

PATENT

<b>Address Line 4:</b>	WALDORF, MARYLAND 20602
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-40686
<b>NAME OF SUBMITTER:</b>	PENELOPE J.A. AGODOA
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	12/04/2015
<b>Total Attachments: 6</b> source=40686#page1.tif source=40686#page2.tif source=40686#page3.tif source=40686#page4.tif source=40686#page5.tif source=40686#page6.tif	

PATENT SECURITY AGREEMENT (this “Agreement”), dated as of December 1, 2015, by and between THE GOODYEAR TIRE & RUBBER COMPANY (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated First Lien Credit Agreement dated as of April 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the Lenders party thereto, the Issuing Banks party thereto, the Collateral Agent and JPMCB, as administrative agent (in such capacity, the “Administrative Agent”), and (b) the First Lien Guarantee and Collateral Agreement dated as of April 8, 2005, as reaffirmed and amended by the Reaffirmation Agreement dated as of April 20, 2007, among the Grantor, the subsidiaries of the Grantor identified therein, the Collateral Agent and the Administrative Agent, and as further reaffirmed and amended by the Reaffirmation Agreement dated as of April 19, 2012, among the Grantor, the subsidiaries of the Grantor identified therein, the Collateral Agent and the Administrative Agent (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the subsidiaries of the Grantor identified therein and the Collateral Agent. The Lenders have extended credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of the Collateral Agreement. The Grantor derives substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement as consideration for credit previously extended by the Lenders. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement, including the preamble and introductory paragraph hereto, and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

(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 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 I hereto (the “Patents”);

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

provided, however, that, notwithstanding any of the foregoing provisions of this Section 2, the Patent Collateral shall not include Consent Assets.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. This Agreement shall terminate in accordance with the Collateral Agreement.

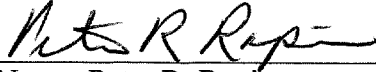
SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE GOODYEAR TIRE & RUBBER  
COMPANY, as Grantor

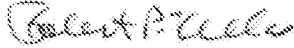
by   
Name: Peter R. Rapin  
Title: Vice President & Treasurer

*[Signature Page to the First Lien Patent Security Agreement]*

[[3562782]]

**PATENT**  
**REEL: 037213 FRAME: 0337**

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

by 

---

Name: Robert P. Kellas

Title: Executive Director

*[Signature Page to the First Lien Patent Security Agreement]*

[[3562782]]

**PATENT**  
**REEL: 037213 FRAME: 0338**

Schedule I  
Patents

Docket Number	Country	Patent Number	Grant Date	Expiration Date	Current Owner	Title	Inventors
DN2002-197	United States	6821106	11/23/2004	6/24/2023	The Goodyear Tire & Rubber Company	ROLLER DIE PREFORMER FOR WIDE EXTRUSIONS	Ernest Wilford Looman, Jr.; Bruce Joseph Turner
DN2002-197	United States	8273276	9/25/2012	6/11/2027	The Goodyear Tire & Rubber Company	ROLLER DIE PREFORMER FOR WIDE EXTRUSIONS	Ernest Wilford Looman, Jr.; Bruce Joseph Turner
DN2003-135	United States	7216684	5/15/2007	8/15/2024	The Goodyear Tire & Rubber Company	PNEUMATIC AVIATION TIRE	Roel Domingo Villanueva; John Joseph Sivka
DN2003-135	United States	7950430	5/31/2011	12/29/2023	The Goodyear Tire & Rubber Company	ACCESSION NO. B03111 - PNEUMATIC AVIATION TIRE	Roel Domingo Villanueva; John Joseph Sivka
DN2003-152	United States	7360571	4/22/2008	4/14/2024	The Goodyear Tire & Rubber Company	PNEUMATIC TIRE WITH COMPOSITE BELT STRUCTURE	Kiyoshi (nmn) Ueyoko; John Joseph Sivka; Roel Domingo Villanueva; Robert John Boehlefeld
DN2004-104	United States	7441318	10/28/2008	2/9/2025	The Goodyear Tire & Rubber Company	METHOD FOR DETECTING EXPOSED METAL CORDS IN AN ELASTOMERIC STRIP	David Ray Lovell; Jingfei Zhang
DN2005-187	United States	7484545	2/3/2009	8/30/2027	The Goodyear Tire & Rubber Company	ACCESSION NO. 998880 -- RADIAL TIRE FOR AIRCRAFT WITH SPECIFIED MERGED CORDS	Walter Kevin Westgate; Yuvaraj Senthil Arumugam; Robert John Gartland
DN2005-187	United States	8210223	7/3/2012	6/4/2028	The Goodyear Tire & Rubber Company	RADIAL TIRE FOR AIRCRAFT WITH SPECIFIED MERGED CORDS	Walter Kevin Westgate; Yuvaraj Senthil Arumugam; Robert John Gartland
DN2006-192	United States	7604148	10/20/2009	9/25/2027	The Goodyear Tire & Rubber Company	DEVICE FOR REDUCING THE TENSION ON AN ELASTOMERIC FEED	Scott Edward Ackerman; Christopher David Dyrlund; Gary Robert Burg; Brian Richard Koch
DN2006-227	United States	7453407	11/18/2008	12/30/2026	The Goodyear Tire & Rubber Company	ANTENNA CONSTRUCTIONS FOR ELECTRONIC DEVICES AND METHODS FOR MANUFACTURING SUCH ANTENNA CONSTRUCTIONS	LOGAN B M.; Robert Leon Benedict
DN2010-007	United States	D623586	9/14/2010	9/14/2024	The Goodyear Tire & Rubber Company	FULTA SPORT CONTROL -- TIRE	Sebastien Willy Fontaine; Andreas (nmn) Sieber; Yacine (nmn) Ouyahia; Gilles (nmn)

							Bonnet ; Percy Anthony LeMaire
DN2010-152	United States	8863795	10/21/2014	6/5/2033	The Goodyear Tire & Rubber Company	GRIPPING EDGES FOR WINTER TIRE	Oliver Knispel

**PATENT**

**REEL: 037213 FRAME: 0340**

**RECORDED: 12/04/2015**

[3562782]]