

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NTW Incorporated		11/29/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2269464	
Registration Number:	2194224	NTB
Registration Number:	2220852	NTB NATIONAL TIRE & BATTERY
Registration Number:	2220845	NTB NATIONAL TIRE AND BATTERY
Registration Number:	2270830	OUR TIRES ARE INFLATED...NOT OUR PRICES
Registration Number:	2687303	WE KNOW TIRES
Registration Number:	2274478	WE LET THE AIR OUT OF TIRE PRICES
Registration Number:	2268885	WE'RE EVERYTHING YOU WANT, NOTHING LIKE YOU'D EXPECT
Registration Number:	1309293	COMPUTIRE

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2276
Email:	LBLewy@stblaw.com
Correspondent Name:	Alison Winick, Esq.

OP \$240.00 2269464

Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/0964

NAME OF SUBMITTER: Lea B. Levy

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of November 29, 2003 is made by NTW Incorporated, in favor of JPMorgan Chase Bank, as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as such term is defined in the Guarantee and Collateral Agreement referred to below) as parties to (i) the Credit Agreement, dated as of March 31, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TBC Corporation (the "Borrower"), the Lenders, the Administrative Agent and the Co-Administrative Agent and (ii) the Second Amended and Restated Note Agreement dated as of April 1, 2003, as amended by Amendment No.1 to the Second Amended and Restated Note Agreement, dated as of November 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Existing Note Agreement") between The Prudential Insurance Company of America ("Prudential") and the Borrower and (iii) the Note Purchase Agreement dated as of April 1, 2003 as amended by Amendment No.1 to the Note Purchase Agreement, dated as of November 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Additional Note Agreement") among Prudential, certain affiliates, managed accounts or funds of Prudential (the "Prudential Affiliates") and the Borrower (the Existing Note Agreement and the Additional Note Agreement collectively referred to as the "Note Agreements").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 31, 2003 and amended and restated as of November 29, 2003 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to TBC Corporation (the "Borrower") upon the terms and subject to the conditions set forth therein and Prudential and the Prudential Affiliates have agreed to amend certain covenants and other provisions of the Note Agreements, pursuant to the amendments referred to above (the "Note Agreement Amendments"); and

WHEREAS, in connection with the Credit Agreement and the Note Agreements, NTW Incorporated has become party to the Guarantee and Collateral Agreement, dated as of March 31, 2003, as amended by the First Amendment thereto dated as of November 29, 2003, as a grantor party (the "Grantor") as provided in Section 8.14 of the Guarantee and Collateral Agreement, executed and delivered in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement and to induce Prudential and the Prudential Affiliates to enter into the Note Agreement Amendments, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Credit and the Note Agreements) assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the Note Agreements and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NTW Incorporated

By: T. James W. Savoy
Name:
Title: EUP/CFO

JPMorgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Collateral Agent for the Secured Parties

By: _____
Name:
Title:

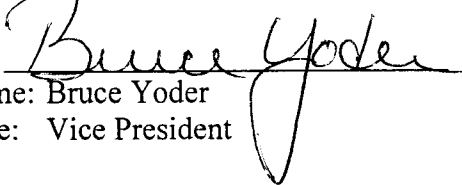
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NTW Incorporated

By: _____
Name:
Title:

JPMorgan Chase Bank (formerly known as THE CHASE MANHATTAN BANK) as Collateral Agent for the Secured Parties

By: 
Name: Bruce Yoder
Title: Vice President

STATE OF *Tennessee*)
) ss
COUNTY OF *Shelby*)

On the 25 day of Nov., 2003, before me personally came
Thomas W. Garvey known to be the person who executed the foregoing instrument and
acknowledged the same.

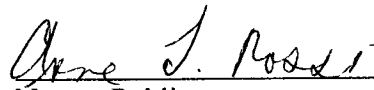
Rosemary R. Jimins
Notary Public

MY COMMISSION EXPIRES:
May 11, 2004

(PLACE STAMP AND SEAL ABOVE)

STATE OF)
) ss
COUNTY OF)

On the 27th day of November, 2003, before me personally came Bruce Yoder, who is personally known to me to be the Vice President of JPMorgan Chase (formerly known as THE CHASE MANHATTAN BANK), a New York banking corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

ANNE T. ROSSI
Notary Public, State of New York
No. 01RO5029512
Monroe County
Commission Expires June 20, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

<u>U.S. Trademark Registration</u>	<u>Reg. No.</u>
DESIGN OF NTB TIRE	2,269,464
NTB	2,194,224
NTB NATIONAL TIRE & BATTERY	2,220,852
NTB NATIONAL TIRE AND BATTERY	2,220,845
OUR TIRES ARE INFLATED ... NOT OUR PRICES	2,270,830
WE KNOW TIRES	2,687,303
WE LET THE AIR OUT OF TIRE PRICES	2,274,478
WE'RE EVERYTHING YOU WANT BUT DON'T EXPECT	2,268,885
COMPUTIRE (Image)	1,309,293