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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TBC Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Collateral Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 24, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/874,915

B. Trademark Registration No.(s)

Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):\$ 40.00

- Enclosed
- Authorized to be charged to deposit account credit card

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/02/2003 BYRNE 00000177 75874915

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alison J. Winick, Esq.
Name of Person Signing

Signature

7/1/03
Date

Total number of pages including cover sheet, attachments, and document: 8

GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of April 24, 2003 is made by TBC Corporation, in favor of JPMorgan Chase Bank, as Collateral Agent (in such capacity, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to 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 Prudential Insurance Company of America ("Prudential") party to the Second Amended and Restated Note Agreement dated as of April 1, 2003 (as amended, supplemented or otherwise modified from time to time, the "Existing Note Agreement") between Prudential and the Borrower and party to the Note Purchase Agreement dated as of April 1, 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") (the Lenders, Prudential and the Prudential Affiliates being collectively referred to as the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 31, 2003, 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 Borrower 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 Borrower 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, the Borrower 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Borrower 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 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.

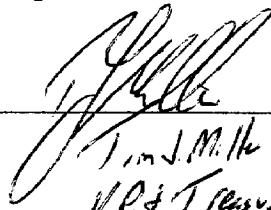
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the 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. Borrower 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 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.

TBC Corporation

By: 
Name: _____
Title: *VP & Treasurer*

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

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
) SS
COUNTY OF SHELBY)

On the 22ND day of April, 2003, before me personally came TIM J. MILLER, who is personally known to me to be the ASSISTANT TREASURER of TBC Corporation, a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the ASSISTANT TREASURER in such corporation, the corporation described in 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.

Sandy S. Roe
Notary Public

**MY COMMISSION EXPIRES:
September 13, 2006**

(PLACE STAMP AND SEAL ABOVE)

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.

TBC Corporation

By: _____
Name:
Title:

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

By: Bruce Yoder
Name: Bruce Yoder
Title: Vice President

STATE OF)
) ss
COUNTY OF)

On the 15th day of April, 2003, before me personally came Bruce Yoder, who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York Corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in 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.

Patricia S. Crego
Notary Public
PATRICIA S. CREGO
Notary Public in the State of New York
Monroe County
Commission Expires February 28, 2006
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications

Mark

Application Date

Application No.

SHADOW

12/17/1999

75/874,915