

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Urethane International, L.L.C.		09/01/2005	Limited Liability Company: GEORGIA

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78680653	GOT FLATS
Serial Number:	78680632	FLATPROOF TIRES

**CORRESPONDENCE DATA**

Fax Number: (312)863-7812  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: nathaniel.panek@goldbergkohn.com  
 Correspondent Name: Nathaniel Panek  
 Address Line 1: 55 East Monroe St.  
 Address Line 2: Suite 3700  
 Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/

OP \$65.00 78680653

Date:

09/07/2005

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2005, by URETHANE INTERNATIONAL, L.L.C., Georgia limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 29, 2004 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations to Ace Products, LLC, a Delaware limited liability company ("Borrower"), the direct parent of Grantor;

WHEREAS, pursuant to that certain Guaranty of even date herewith among Company and Agent (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Guaranty"), Grantor has agreed to guaranty the Obligations of Borrower under the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 29, 2004 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

URETHANE INTERNATIONAL, L.L.C

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

URETHANE INTERNATIONAL, L.L.C.

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: *Geoffrey K Hall*  
Name: Geoffrey K Hall  
Title: Duly Authorized Signatory



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Mark Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
<u>GOTELATS</u>	<u>78/680,653</u>	<u>July 28, 2005</u>
<u>FLATPROOF TIRES</u>	<u>78/680,632</u>	<u>July 28, 2005</u>

TRADEMARK LICENSES

None.