

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks (previously recorded at Reel 2769 Frame 0196)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent	FORMERLY JPMorgan Chase Bank	11/17/2005	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Big O Tires, Inc.
<b>Street Address:</b>	12650 E. Briarwood Avenue
<b>City:</b>	Englewood
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80112
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	76468502	EURO TOUR
Serial Number:	76460700	VENGEANCE
Registration Number:	1845544	A REPUTATION YOU CAN RIDE ON
Registration Number:	1508041	ASPEN
Registration Number:	1904955	BIG FOOT
Registration Number:	1102058	BIG FOOT 60
Registration Number:	1102059	BIG FOOT 70
Registration Number:	1018800	BIG HAUL
Registration Number:	2520443	BIG LIFT
Registration Number:	993415	BIG-O
Registration Number:	994466	BIG O
Registration Number:	2411926	BIG O TIRES
Registration Number:	1611160	BIG O TIRES

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Registration Number:	1952457	COST U LESS BIG O TIRES
Registration Number:	2492236	DARE TO COMPARE
Registration Number:	2314775	
Registration Number:	1417730	EXTRA CARE
Registration Number:	1393967	LEGACY
Registration Number:	2281419	PATHMAX
Registration Number:	1842854	PROCOMP HIGH PERFORMANCE WHEELS
Registration Number:	805578	SONIC COMMERCIAL
Registration Number:	871318	SUN VALLEY
Registration Number:	2514975	WWW.BIGOTIRES.COM

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	509265/0964
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	11/28/2005

Total Attachments: 5  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of November 17, 2005, from JPMorgan Chase Bank N.A. (formerly JPMorgan Chase Bank), a national banking association, as Collateral Agent (the "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"), to Big O Tires, Inc., ("Obligor"), a Delaware corporation with its principal place of business located at 12650 E. Briarwood Ave., Englewood, CO, 80112.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of March 31, 2003, made by the Grantors (as defined therein), including the Obligor, in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks, dated as of April 24, 2003, among the Agent and Obligor (the "Grant of Security Interest"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademarks (as defined in the Collateral Agreement), including the Trademark Collateral;

WHEREAS, the Grant of Security Interest was recorded in the United States Patent and Trademark Office on July 2, 2003, at Reel 002769, Frame 0196; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A. (formerly  
JPMorgan Chase Bank)

By:  \_\_\_\_\_

Name:

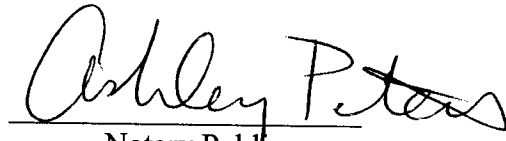
Title:

**B.B. WUTHRICH  
VICE PRESIDENT**

STATE OF Georgia )  
COUNTY OF Fulton )

ss.:

On this 21<sup>st</sup> day of November, 2005, before me personally appeared B. Wuthrich to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

  
Notary Public

(Affix Seal Below)

**My Commission Expires  
August 24, 2009, Fulton County, GA**

**SCHEDULE A****U.S. Trademark Applications**

Mark	Application Date	Application No.
<b>EURO TOUR</b>	11/8/2002	76/468,502
<b>VENGEANCE</b>	10/18/2002	76/460,700

**U.S. Trademark Registrations**

Mark	Application Date	Application No.
<b>A REPUTATION YOU CAN RIDE ON</b>	7/19/1994	1,845,544
<b>ASPEN</b>	10/11/1988	1,508,041
<b>BIG FOOT</b>	7/11/1995	1,904,955
<b>BIG FOOT 60</b>	9/12/1978	1,102,058
<b>BIG FOOT 70</b>	9/12/1978	1,102,059
<b>BIG HAUL</b>	8/26/1975	1,018,800
<b>BIG LIFT</b>	12/18/2001	2,520,443
<b>BIG O</b>	9/24/1974	993,415
<b>BIG O</b>	10/1/1974	994,466
<b>BIG O TIRES</b>	12/12/2000	2,411,926
<b>BIG O TIRES AND DESIGN</b>	8/28/1990	1,611,160
<b>COSTULESS &amp; Design</b>	1/30/1996	1,952,457
<b>DARE TO COMPARE</b>	9/25/2001	2,492,236
<b>DESIGN OF BIG FOOT</b>	2/1/2000	2,314,775
<b>EXTRA CARE &amp; DESIGN</b>	3/24/1986	1,417,730
<b>LEGACY</b>	5/20/1986	1,393,967
<b>PATHMAX</b>	9/28/1999	2,281,419
<b>PROCOMP HIGH PERFORMANCE</b>	7/5/1994	1,842,854
<b>SONIC COMMERCIAL</b>	3/15/1966	805,578
<b>SUN VALLEY</b>	6/17/1969	871,318
<b>WWW.BIGOTIRES.COM &amp; DESIGN</b>	12/4/2001	2,514,975

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