

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (previously recorded at Reel 2757 Frame 0092)

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

Name:	TBC Brands, LLC
Street Address:	2215-B Renaissance Drive
Internal Address:	Suite 5
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76513447	GRAND SPIRIT TOURING
Serial Number:	76546451	MIRADA
Serial Number:	76554893	MIRADA PYRO SPORT SLX
Serial Number:	76554894	MIRADA SPORT GTX
Serial Number:	76554892	MUDCAT
Serial Number:	76513446	MULTI-MILE GRAND TOUR
Serial Number:	76554895	NOMAD
Serial Number:	76547724	POWER KING TOWMAX
Serial Number:	76497369	TRAILER KING
Serial Number:	76525500	WILD SPIRIT

CORRESPONDENCE DATA

OP \$265.00 76513447

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

Total Attachments: 6
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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 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"), to TBC Brands, LLC ("Obligor"), a Delaware limited liability company with its principal place of business located at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV, 89119.

WITNESSETH:

WHEREAS, pursuant 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), 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 November 29, 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 December 3, 2003, at Reel 002757, Frame 0092; 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:

**B.B. WUTHRICH
VICE PRESIDENT**

Title:

STATE OF Georgia)
)
COUNTY OF Fulton)

ss.:

On this 21st day of November, 2005, before me personally appeared B. Wetherick 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.

Ashley Peters
Notary Public

(Affix Seal Below)

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

SCHEDULE A

TBC BRANDS, LLC Trademarks

MARK	REFERENCE#	FILED	APPL#	REGDT	REG#
CORDOVAN TOUR PLUS					
UNITED STATES PENDING	T33933US0	11/12/2003	N/A		
	12/12/200	DECLARATION RCVD?			
GRAND SPIRIT TOURING					
UNITED STATES PENDING	T33909US0	5/13/2003	76/513,447		
	2/13/2004	OFFICE ACTION RECD ?			
MIRADA					
UNITED STATES PENDING	T34255US0	9/23/2003	76/546,451		
	1/23/2004	FOREIGN FILING			
MIRADA PYRO SPORT SLX					
UNITED STATES PENDING	T34302US0	10/24/2003	76/554,893		
	1/24/2004	FILING RECPT RECD ?			
MIRADA SPORT GTX					
UNITED STATES PENDING	T34301US0	10/24/2003	76/554,894		
	1/24/2004	FILING RECPT RECD ?			
MUDCAT					
UNITED STATES PENDING	T34303US0	10/24/2003	76/554,892		
	1/24/2004	FILING RECPT RECD ?			
MULTI-MILE GRAND TOUR					
UNITED STATES PENDING	T33908US0	5/13/2003	76/513,446		
	2/13/2004	OFFICE ACTION RECD ?			
NOMAD					
UNITED STATES PENDING	T34304US0	10/24/2003	76/554,895		
POWER KING TOWMAX					
UNITED STATES PENDING	T34185US0	9/26/2003	76/547,724		
	1/26/2004	FOREIGN FILING			

509265-0964-02468-PaloAlto.2055144.3

TOUR PLUS

UNITED STATES
PENDING

T33910US0 11/12/2003 N/A
12/12/200 DECLARATION RCVD?

TRAILER KING

UNITED STATES
PENDING

T33960US0 3/12/2003 78/497,388
7/28/2004 OFFICE ACTION RECD ?

WILD SPIRIT

UNITED STATES
PENDING

T34088US0 6/24/2003 78/525,500
10/24/200 FOREIGN FILING

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