# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PURCELL TIRE & RUBBER COMPANY		04/08/2008	CORPORATION: MISSOURI

#### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.	
Street Address:	800 Market Street	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63101	
Entity Type:	National Association:	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number: 2682968		PURCELL TIRE & RUBBER COMPANY	
Registration Number: 2695043		PURCELL WESTERN STATES TIRE	

#### **CORRESPONDENCE DATA**

Fax Number: (314)259-2020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-259-2000

Email: dacrowe@bryancave.com

Correspondent Name: Daniel A. Crowe

Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102-2750

ATTORNEY DOCKET NUMBER:	0220060
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/

TRADEMARK REEL: 003774 FRAME: 0833

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Date:	05/09/2008
Total Attachments: 4 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif	

TRADEMARK REEL: 003774 FRAME: 0834

#### ASSIGNMENT FOR SECURITY

#### **TRADEMARKS**

WHEREAS, Purcell Tire & Rubber Company, a Missouri corporation (the "<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Assignor has entered into a Security Agreement, dated May 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Bank of America, N.A., as administrative agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign and grant to the Assignee for the benefit of the Assignee and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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TRADEMARK REEL: 003774 FRAME: 0835 IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of Lipsel 26, 2008.

PURCELL TIRE & RUBBER COMPANY, a Missouri corporation

By:

Name: Kaith D. Butcher Title: Executive President

**REEL: 003774 FRAME: 0836** 

STATE OF Missouri COUNTY OF St. Laws ss.:

DIANE TWICHELL
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Jul. 15, 2008

## SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

### **Trademarks and Trademark Applications**

Owner	Mark	Registration No.	Registration Date
Purcell Tire & Rubber Company	Purcell Tire & Rubber Company & Design	2,682,968	February 4, 2003
Purcell Tire & Rubber Company	Purcell Western States Tire & Design	2,695,043	March 11, 2003

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TRADEMARK REEL: 003774 FRAME: 0838

RECORDED: 05/09/2008