

TRADEMARK ASSIGNMENT

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
Hercules Tire Company of Canada Inc.		06/11/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	28660 Northwestern Highway		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2070258	AGRIMAC	
Registration Number:	1132666	ELECTRA	
Registration Number:	1593523	TREADWAY	
Registration Number:	2289115	AVALANCHE	
Registration Number:	3077810	AVALANCHE X-TREME	
Registration Number:	1004622	CAPONE	
Registration Number:	1385907	IRONMAN	
Registration Number:	2257372	TRAILERMAX	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.com		
Correspondent Name:	Dickinson Wright, PLLC		

OP \$215.00 2070258

900165775

**TRADEMARK
 REEL: 004233 FRAME: 0370**

Address Line 1: 301 East Liberty, Suite 500
Address Line 2: Attn: Nora Hudge, Paralegal
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	7-4000
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	06/29/2010

Total Attachments: 13

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CONSENT AND AMENDMENT OF GENERAL SECURITY AGREEMENT

THIS AGREEMENT, dated as of June 11, 2010 is by HERCULES TIRE COMPANY OF CANADA INC., a corporation existing under the laws of Ontario (the "Company") with and in favour of JPMORGAN CHASE BANK, N.A., a national banking association, as Agent (as defined below) for the Banks (as defined below) and in favour of each of the Banks.

RECITALS:

A. Hercules Acquisition Sub Inc., a Delaware corporation (the "Original Borrower"), the banks from time to time party thereto and the Agent executed an Amended and Restated Credit Agreement dated as of May 11, 2005 (as amended from time to time, the "Existing Credit Agreement").

B. Pursuant to an Assumption Agreement dated as of May 11, 2005 among The Hercules Tire & Rubber Company and the Agent (on behalf of itself and the Banks), The Hercules Tire & Rubber Company assumed all obligations of the Original Borrower under the Existing Credit Agreement and all related agreements.

C. Pursuant to a joinder agreement dated as of May 11, 2005 among the Company, The Hercules Tire & Rubber Company, the Original Borrower, and the Agent, the Company was designated as a Borrower and as the "Canadian Borrower" under the Existing Credit Agreement.

D. In connection with the Existing Credit Agreement, the Company executed a general security agreement dated as of May 11, 2005 (the "Existing General Security Agreement").

E. Pursuant to an Amended and Restated Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Restated Credit Agreement") among the Company, The Hercules Tire & Rubber Company (together with the Company, the "Borrowers"), the lenders party thereto from time to time (the "Banks"), and JPMorgan Chase Bank, N.A., in its capacity as agent (the "Agent") for the Banks, the Banks, the Borrowers, and the Agent will be amending and restating the Existing Credit Agreement to provide, among other things, that the indebtedness and obligations under the Restated Credit Agreement are the same indebtedness and obligations existing under the Existing Credit Agreement plus additional obligations and that all indebtedness and other obligations pursuant to the Restated Credit Agreement are entitled to the same collateral with the same priority as all indebtedness and obligations pursuant to the Existing Credit Agreement.

F. In connection with the Restated Credit Agreement, the Company executed a guarantee dated as of the date hereof whereby the Company guaranteed certain obligations of the Domestic Borrowers (as defined in the Restated Credit Agreement) (the "Guarantee").

G. The Company, the Banks and the Agent desire to confirm and amend the Existing General Security Agreement as stated herein.

AGREEMENT

Based upon these recitals, each of the undersigned hereby agrees as follows:

1. Amendments. Each of the undersigned agrees that any reference in the Existing General Security Agreement to the Existing Credit Agreement shall be deemed a reference to the Restated Credit Agreement. Each of the undersigned agrees that the definition of "Obligations" in the Existing General Security Agreement shall be amended by adding the words "or any Affiliate of such Lender Party" after the words "any

Lender Party” at the end of such definition.

2. Representations. The Company hereby represents and warrants that (a) after giving effect to the Restated Credit Agreement and this Agreement, and subject to section 2(d), the representations and warranties contained in the Existing General Security Agreement are true and correct in all material respects on and as of the effective date hereof with the same force and effect as if made on such effective date; (b) the execution, delivery and performance by it of this Agreement are within its corporate and other powers, have been duly authorized by all necessary corporate and other action, require no action by or in respect of, or filing with, any governmental body and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the articles of incorporation or other charter documents or bylaws of it, or of any agreement, judgment, injunction, order, decree or other instrument binding upon it or its property; (c) this Agreement has been duly executed and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms; (d) all schedules and exhibits to the Existing General Security Agreement are complete and accurate, as supplemented by the modifications attached hereto in Annex I; (e) no Collateral (as defined in the Existing General Security Agreement) comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other “security” (as defined in the PPSA (as defined in the Existing General Security Agreement)) is in the possession or “control” (as such term is determined under the PPSA) of any person asserting a claim thereto or security interest therein, except that the Agent or its nominee may have possession or “control” of the Collateral; and (f) it will take such additional or alternative procedures as may hereafter become reasonably appropriate to grant “control” of, or otherwise perfect a security interest in, any Collateral in favour of the Agent or its nominee.

3. Ratification. As amended hereby, the Company acknowledges and agrees that the Existing General Security Agreement is hereby ratified and confirmed and shall remain in full force and effect as continuing security and constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, and the Company hereby acknowledges that, as of the date hereof, it has no defence, offset, counterclaim or other claim or dispute with respect thereto.

4. Continuation of Security Interests, Etc. The Company acknowledges, confirms, agrees and represents that (a) all security interests in existing collateral granted by the Existing General Security Agreement continues with the same priority as originally granted, and such pledge and security interest in such existing collateral secures, without limitation and among other liabilities secured thereby, all present and future indebtedness, obligations and liabilities pursuant to the Restated Credit Agreement, the Guarantee, the Notes, and any other instruments, agreements or documents executed in connection therewith at any time, including without limitation all principal, interest, reimbursement obligations, fees, costs and expenses owing thereunder, subject to any limitations noted in the Existing General Security Agreement, and (b) the Advances under the Restated Credit Agreement are in addition to the indebtedness and other liabilities under the Existing Credit Agreement which continues under the Restated Credit Agreement and constitute the same indebtedness and other liabilities thereunder for purposes of the Existing General Security Agreement.

5. Confirmation of Secured Obligations. The Company acknowledges, confirms, agrees and represents that the Existing General Security Agreement, as amended by this Agreement, shall secure all of the Secured Obligations (as defined in the Restated Credit Agreement) of the Company, which includes, without limitation, whether now or hereafter arising (i) all indebtedness, obligations and liabilities, whether direct, indirect, contingent or otherwise, of the Company to the Agent or any Bank pursuant to the Loan Documents to which the Company is a party (which term includes, without limitation, the Guarantee), (ii) all Banking Services Obligations (as defined in the Restated Credit Agreement) of the Company and (iii) all Rate Hedging Obligations (as defined in the Restated Credit Agreement) of the Company and all obligations for treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services) of the Company owing to one or more Banks or their Affiliates. The Company further acknowledges, confirms and agrees that the

Guarantee constitutes a Loan Document under the Restated Credit Agreement and as such the obligations of the Company evidenced by the Guarantee are included in the definition of "Obligations" set forth in the Existing General Security Agreement and secured by the security interests granted thereunder.

6. Counterparts, Terms, Etc. This Agreement may be executed in any number of counterparts, and any of the parties hereto may execute this Agreement by executing any such counterpart. In case any provision contained herein is invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the legality, validity or enforceability of any other provision. All the terms used but not defined herein shall have the meaning ascribed thereto in the Restated Credit Agreement.

7. Governed by Ontario Law. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the day and year first above written.

HERCULES TIRE COMPANY OF CANADA INC.

By:  _____

Name: William P. Trimarco
Title: Chief Executive Officer and President

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the day and year first above written.

HERCULES TIRE COMPANY OF CANADA INC.

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK, N.A.,
as Agent

By: Marc Moies

Print Name: MARC MOIES

Title: VICE PRESIDENT

Consent and Amendment - General Security
Agreement (Canadian Borrower)

ANNEX I

MODIFICATIONS TO EXISTING GENERAL SECURITY AGREEMENT'S SCHEDULES

See the following attached Schedules:

- Schedule I – Locations
- Schedule III - Trademarks.

SCHEDULE I

Item A. Location of Equipment and Inventory

- 1) 41 Ardelt Place, Kitchener, Ontario N2C 2C8
- 2) 311 Ingersoll Street, Ingersoll, Ontario N5C 3J7
- 3) 175 Lahr Drive, Belleville, Ontario K8N 5G2
- 4) 1740 Argentia Road, Mississauga, Ontario
- 5) 1040 Wilton Grove Road, London, Ontario, N6N 1C716380 East U.S. Route 224, Suite 200., Findlay, OH 45840
- 7) 18 Allison Drive, Shelby, OH 44875
- 8) Hefei, China

Leasehold Locations

- 1) 41 Ardelt Place, Kitchener, Ontario N2C 2C8
- 2) 311 Ingersoll Street, Ingersoll, Ontario N5C 3J7
- 3) 175 Lahr Drive, Belleville, Ontario K8N 5G2
- 4) 1740 Argentia Road, Mississauga, Ontario
- 5) 1040 Wilton Grove Road, London, Ontario, N6N 1C76)
- 7) Hefei, China

Owned Locations

None

Bailee Locations

None

Item B. Location of Records Concerning Receivables

- (1) Chief Executive Office
41 Ardelt Place, Kitchener, Ontario N2C 2C8
- (2) Other Addresses

16380 East U.S. Route 224, Suite 200., Findlay, Ohio 45840

Item C. Trade Names

- Hercules Tire Company of Canada Inc.
- Compagnie de Pneus Hercules du Canada Inc.
- Tire Specialists
- Treadway Exports
- Hercules International

Item D. Other Legal Names

None

SCHEDULE III

Item A. Trademarks

Registered Trademarks

See attached.

Pending Trademark Applications

See attached.

Trademark Applications in Preparation

None.

Hercules Tire Company of Canada Inc.
Registered and Pending Trademarks

Mark	Image	Country	Appl./Reg. No.	Reg./Appl. Date	Status	Owner Name
ELECTRA	Word Mark	Argentina	2198229	11/26/2007	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	Australia	821440	01/28/2000	Registered	Hercules Tire Company of Canada Inc.
AGRIMAC	Word Mark	Canada	TMA467370	12/10/1996	Registered	Hercules Tire Company of Canada Inc.
ALPHA	Word Mark	Canada	TMA497460	07/21/1998	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	Canada	TMA236951	11/02/1979	Registered	Hercules Tire Company of Canada Inc.
ELECTRA SNO TRAC	Word Mark	Canada	TMA282802	08/26/1983	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	China	1515207	01/28/2001	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	India	1315004	10/13/2004	Pending	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	Indonesia	378238	08/07/1997	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	Malaysia	95013584	12/19/1992	Registered	Hercules Tire Company of Canada Inc.
AGRIMAC	Word Mark	Mexico	497842	07/21/1995	Registered	Hercules Tire Company of Canada Inc.
TREADWAY	Word Mark	Mexico	493692	06/06/1995	Registered	Hercules Tire Company of Canada Inc.

Hercules Tire Company of Canada Inc.
Registered and Pending Trademarks

Mark	Image	Country	Appl./Reg. No.	Reg./Appl. Date	Status	Owner Name
ELECTRA	Word Mark	New Zealand	742388	02/03/2006	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	South Africa	1996/03815	03/20/1996	Pending	Hercules Tire Company of Canada Inc.
AGRIMAC	Word Mark	United States	2,070,258	06/10/1997	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	United States	1,132,666	04/08/1980	Registered	Hercules Tire Company of Canada Inc.
TREADWAY	Word Mark	United States	1,593,523	04/24/1990	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	Uruguay	275305	11/04/1996	Registered	Hercules Tire Company of Canada Inc.
ELECTRA	Word Mark	Venezuela	9817-2005	05/12/2005	Pending	Hercules Tire Company of Canada Inc.
IRONMAN	Word Mark	Angola	15386/06	07/12/2006	Pending	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Australia	1096189	03/09/2010	Registered	Hercules Tire Company of Canada, Inc.
AVALANCHE	Word Mark	Canada	TMA440173	03/03/1995	Registered	Hercules Tire Company of Canada, Inc.
BOG HOG	Word Mark	Canada	TMA499295	08/26/1998	Registered	Hercules Tire Company of Canada, Inc.
FARM SPECIALIST	Word Mark	Canada	TMA457019	05/03/1996	Registered	Hercules Tire Company of Canada, Inc.
LUXURY G.T.	Word Mark	Canada	TMA500305	09/09/1998	Registered	Hercules Tire Company of Canada, Inc.

**Hercules Tire Company of Canada Inc.
Registered and Pending Trademarks**

Mark	Image	Country	Appl./Reg. No.	Reg./Appl. Date	Status	Owner Name
TRAILERMAX	Word Mark	Canada	TMA500201	09/08/1998	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Egypt	221108	08/28/2008	Pending	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	European Union (Ctm)	4789657	03/28/2007	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Ghana	37369	10/25/2006	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Indonesia	D00 2008 033662	09/12/2008	Pending	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Kenya	60061	10/26/2006	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Malaysia	2008-18913	09/18/2008	Pending	Hercules Tire Company of Canada, Inc.
AVALANCHE	Word Mark	Mexico	528046	08/07/1996	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Mexico	513792	01/12/1996	Registered	Hercules Tire Company of Canada, Inc.
TIRECO INTERNACIONAL	Word Mark	Mexico	518545	03/07/1996	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Namibia (S.W. Africa)	06/1221	07/07/2006	Pending	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	New Zealand	742389	02/03/2006	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Philippines	4-2008-010363	04/27/2009	Registered	Hercules Tire Company of

Hercules Tire Company of Canada Inc.
Registered and Pending Trademarks

Mark	Image	Country	Appl./Reg. No.	Reg./Appl. Date	Status	Owner Name
IRONMAN	Word Mark	Singapore	T08/11399B	08/21/2008	Registered	Canada, Inc.
IRONMAN	Word Mark	Tanzania (Tanganyika)	31799	01/06/2009	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Tanzania (Zanzibar)	449/2006	10/26/2006	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Thailand	727195	04/20/2009	Pending	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Turkey	2008/65838	11/13/2008	Pending	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Uganda	29274	10/27/2006	Registered	Hercules Tire Company of Canada, Inc.
AVALANCHE	Word Mark	United States	2,289,115	10/26/1999	Registered	Hercules Tire Company of Canada, Inc.
AVALANCHE X- TREME	Word Mark	United States	3,077,810	04/04/2006	Registered	Hercules Tire Company of Canada, Inc.
CAPONE	Word Mark	United States	1,004,622	02/11/1975	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	United States	1,385,907	03/11/1986	Registered	Hercules Tire Company of Canada, Inc.
TRAILERMAX	Word Mark	United States	2,257,372	06/29/1999	Registered	Hercules Tire Company of Canada, Inc.
IRONMAN	Word Mark	Zimbabwe (Rhodesia)	961/2006	02/12/2007	Registered	Hercules Tire Company of Canada, Inc.