

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
The Del-Nat Tire Corporation		06/27/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	1349 West Peachtree Street, NW
Internal Address:	Suite 1325
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	National Association (USA): UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0953141	EUROSPORT
Registration Number:	3695443	ALLPOINTS
Registration Number:	3868122	COURAGEOUS
Registration Number:	3772991	ESSENTIAL
Registration Number:	3711117	CHAPARRAL
Registration Number:	2969322	FORTUNE
Registration Number:	2980474	NATIONAL
Registration Number:	2846204	SENTINEL
Registration Number:	2523300	OVATION
Registration Number:	2486103	ESSEX
Registration Number:	1643545	MAJESTIC
Registration Number:	1635425	DEL-NAT
Registration Number:	1499473	AKURET

CH \$565.00 0953141

Registration Number:	1455162	DELTA SUPREME
Registration Number:	1195138	CONSUMER
Registration Number:	1059862	ROAD MAX
Registration Number:	0943639	DELTA
Registration Number:	0910678	DURASTEEL
Registration Number:	0836733	ESTEEM
Registration Number:	0311522	NATIONAL
Registration Number:	1159076	SIERRADIAL
Serial Number:	77144180	CATALYST

**CORRESPONDENCE DATA**

Fax Number: 4045228409  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-420-5527  
Email: rjk@phrd.com  
Correspondent Name: Rhonda J. Kenyeri, Paralegal -- PHRD  
Address Line 1: 285 Peachtree Center Avenue  
Address Line 2: 1500 Marquis Two Tower  
Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	DEL-NAT
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	08/02/2012

Total Attachments: 11  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 27<sup>th</sup> day of June, 2012, among U.S. BANK NATIONAL ASSOCIATION, a national banking association in its capacity as agent (together with its successors in such capacity, "Agent") for the Lenders (as hereinafter defined), having an office at 1349 West Peachtree Street, NW, Suite 1325, Atlanta, Georgia 30309, and THE DEL-NAT TIRE CORPORATION, a Nevada corporation having its principal place of business at 2365 Texas Drive, Memphis, Tennessee 38106 ("Company").

### Recitals:

Company and DEL-NAT CAPITAL ASSET COMPANY, LLC, a Tennessee limited liability company ("Del-Nat Capital"; Company and Del-Nat Capital are sometimes collectively referred to herein as "Borrowers"), desire to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Financing Agreement dated June 27, 2012, (as at any time amended, restated, supplemented or otherwise modified, the "Financing Agreement") by and among Borrowers, Agent, Lenders and the other "Credit Parties" from time to time party thereto.

A condition to Lenders' willingness to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Financing Agreement is that Company execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and valuable consideration, and in consideration of the premises, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Financing Agreement.

2. To secure the prompt payment and performance of the Obligations, Company hereby pledges, assigns and grants to Agent, for the pro rata benefit of the Lenders, a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Agent that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of Company;

(b) Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby authorizes Agent and Agent's employees and agents the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with Section 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Financing Agreement has been terminated, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's duties under this Agreement.

7. If, before all of the Obligations have been satisfied in full and the Financing Agreement has been terminated, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under Section 2 or Section 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral. Company hereby agrees that seven (7) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Financing Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each other Credit Party shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Financing Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Financing Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection

with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Agent that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Company on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Financing Agreement.

13. Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Financing Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent.

14. Notwithstanding anything to the contrary contained in Section 13 hereof Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this Section 14.

15. If Company fails to comply with any of its obligations hereunder then to the extent permitted by applicable law, Agent may do so in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. Company hereby waives notice of Agent's acceptance hereof.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

23. To the fullest extent permitted by applicable law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal on the day and year first above written.

ATTEST:

THE DEL-NAT TIRE CORPORATION  
("Company")

  
William E. Clark, Secretary

By: Steven G. Holley, Chief Financial Officer

[CORPORATE SEAL]

[Signatures continue on the following page.]

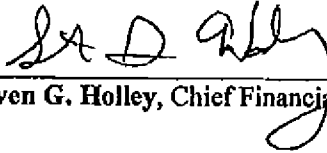


WITNESS the execution hereof under seal on the day and year first above written.

ATTEST:

THE DEL-NAT TIRE CORPORATION  
("Company")

\_\_\_\_\_  
William E. Clark, Secretary

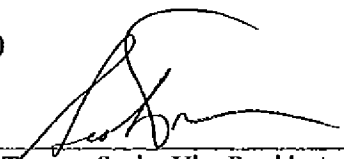
By:   
\_\_\_\_\_  
Steven G. Holley, Chief Financial Officer

[CORPORATE SEAL]

[Signatures continue on the following page.]

Accepted:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Agent  
("Agent")

By:   
Scot Turner, Senior Vice President

**EXHIBIT A**Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Eurosport	0,953,141	02/13/1973
ALLPOINTS	3,695,443	10/13/2009
COURAGEOUS	3,868,122	10/26/2010
ESSENTIAL	3,772,991	04/06/2010
CHAPARRAL	3,711,117	11/17/2009
FORTUNE	2,969,322	07/15/2005
 <b>National</b>	2,980,474	08/02/2005
Sentinel	2,846,204	05/24/2004
Ovation	2,523,300	12/25/2001
Essex	2,486,103	09/04/2001
Majestic	1,643,545	05/07/1991
Del-Nat	1,635,425	02/19/1991
Akuret	1,499,473	08/09/1988
Delta Supreme	1,455,162	09/01/1987
Consumer	1,195,138	05/11/1982
Road Max	1,059,862	02/22/1977
Delta	0,943,639	09/26/1972
Durasteel	0,910,678	03/30/1971
Esteem	0,836,733	10/10/1967
NATIONAL	0,311,522	03/27/1934
Sierradial	1,159,076	06/30/1981

Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
CATALYST	77/144,180	03/29/2007

Foreign / Other Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Country</u>
Delta	61,0647	Mexico
Renegade	N/A	Common Law

**EXHIBIT B**

Certificate

The undersigned officer of **THE DEL-NAT TIRE CORPORATION**, a Nevada corporation ("Company"), does hereby certify to **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent ("Agent") for certain financial institutions ("Lenders") as are parties from time to time to the Financing Agreement dated June \_\_\_\_, 2012, among Agent, Lenders, Company, and the other "Credit Parties" from time to time party thereto, that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of the Trademark Security Agreement dated June \_\_\_\_, 2012, between Company and Agent (as amended from time to time to include additional trademarks, trademark registrations, trade names and trademark applications acquired by Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**THE DEL-NAT TIRE CORPORATION**  
 ("Company")

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