

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/24/2012	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Purcell Tire & Rubber Company		
Street Address:	301 North Hall Street		
City:	Potosi		
State/Country:	MISSOURI		
Postal Code:	63664		
Entity Type:	CORPORATION: MISSOURI		
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:	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-259-2000		
Email:	ncollora@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:	C04000/0220060		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		

CH \$65.00 2682968

Date:

09/04/2012

Total Attachments: 3

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## RELEASE OF ASSIGNMENT FOR SECURITY – TRADEMARKS

THIS RELEASE OF ASSIGNMENT FOR SECURITY – TRADEMARKS is granted as of August 24, 2012, in favor of Purcell Tire & Rubber Company, a Missouri corporation (“Debtor”), by Bank of America, N.A. (“Secured Party”).

WHEREAS, pursuant to an Assignment for Security – Trademarks dated as of May 1, 2008 (“Trademark Assignment”) Debtor assigned to the Secured Party and granted to the Secured Party a continuing security interest in all right, title and interest of the Debtor, in, to and under the collateral described on Schedule A attached hereto; and

WHEREAS, such Trademark Assignment was recorded within the records of the United States Patent and Trademark Office on May 9, 2008, at reel 3774, frame 0833; and

WHEREAS, Debtor has agreed to have Secured Party formally release its security interest with respect to the Released Secured Property (as defined below); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

A. Secured Party does hereby release and forever discharge and reconvey to Debtor all of Secured Party’s security interest in, to and under the Trademarks, including without limitation those trademarks and trademark applications identified on Schedule A, attached hereto, together with the goodwill associated therewith (collectively, the “Released Secured Property”); and

B. Secured Party acknowledges and affirms that all of the rights and remedies of Secured Party with respect to the security interest under the Trademark Assignment concerning the Released Secured Property have been and are hereby extinguished.

IN WITNESS WHEREOF, Secured Party has caused this RELEASE OF ASSIGNMENT FOR SECURITY - TRADEMARKS to be executed and delivered as of the 24<sup>th</sup> day of August, 2012.

BANK OF AMERICA, N.A

By: Jason Payne  
Name: Jason Payne  
Title: Vice President

STATE OF MISSOURI            )  
  )  
CITY OF ST. LOUIS            )        SS

On this 24<sup>th</sup> day of August, 2012, before me appeared Jason Payne, to me personally known, who, being by me duly sworn did say that he/she is the Vice President of Bank of America, N.A. and that the foregoing instrument was signed on behalf of said Bank by authority of its board of directors, and said Jason Payne acknowledged said instrument to be the free act and deed of Bank of America, N.A.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day of year first above written.

Lesiana Moss  
Notary Public

My Commission Expires: April 12, 2013



LESA ANN MOSS  
My Commission Expires  
April 12, 2013  
Jefferson County  
Commission #09695002

Schedule A

Trademarks and Trademark Applications

<b>Owner</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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