

09-14-2004



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

9.14.04

1. Name of conveying party(ies):
THE GOODYEAR TIRE & RUBBER COMPANY

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 8/17/2004

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent
Internal
Address: _____

Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)
PLEASE SEE ATTACHED SCHEDULE I.

B. Trademark Registration No. (s)
PLEASE SEE ATTACHED SCHEDULE I.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa
Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angela Cioffi _____ 9/9/2004 _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

09/15/2004 ECOOPER 00000033 1739004
01 FC:8521 40.00 DP
02 FC:8522 525.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003045 FRAME: 0635

SCHEDULE I

Material U.S. Trademarks

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	GOODS OR SERVICES
AQUATRED	1739004	December 8, 1992	Tires
EAGLE	679617	June 2, 1959	Tires
PORTERA	2586420	June 25, 2002	Tires
GEMINI	2574113	May 28, 2002	Retail Tire Store Services and Automotive Repair Services
GOODYEAR	873220	July 15, 1969	Automotive Repair Services
GOODYEAR (stylized)	504296	November 30, 1948	Pneumatic Tires
GOODYEAR & Winged Foot Design	883095	December 23, 1969	Automotive Repair Services
GOODYEAR & Winged Foot Design	909784	March 9, 1971	Distributorship Services and Retail Store Services in the Field of Automobile Supplies
GOODYEAR & Winged Foot Design	507923	March 22, 1949	Tires and Inner Tubes Therefor; Hoses and Bolting Composed Wholly or Principally of Rubber; and Rubber Packing for Machinery
GOODYEAR & Winged Foot Design	1167180	September 1, 1981	Rubber Treads for Retreading Tires
GOODYEAR & Winged Foot Design	1202797	July 27, 1982	Clothing, namely, Jackets, Caps and Hats, T-Shirts, Sweatshirts, Knit Shirts, Athletic Suits and Shorts, Uniforms and Sweaters
GOODYEAR & Winged Foot Design	1294932	September 11, 1984	Credit Card Services
GOODYEAR & Winged Foot Design	56752	October 16, 1906	Rubber Tires
GOODYEAR & Winged Foot Design & Blimp Design	1202796	July 27, 1982	Clothing, namely Caps, T-Shirts, Sweatshirts and Jackets
GOODYEAR & Winged Foot Design in Rectangular Design, w/outline to colors Blue & Gold	2149230	April 7, 1998	Retail Tire Store Services and Automotive Repair Services
GOODYEAR & Winged Foot Design in Rectangular Design, w/outline to colors Blue & Gold	2149231	April 7, 1998	Tires
GOODYEAR & Winged Foot Design Tire Center	933686	May 9, 1972	Retail Store Services in the Field of Automobile Supplies
JUST TIRES & Design	1991629	August 6, 1996	Automotive Repair Services and Retail Tire Store Services

GUARANTEE AND COLLATERAL AGREEMENT

dated as of

August 17, 2004

among

THE GOODYEAR TIRE & RUBBER COMPANY,
as Borrower,

The **SUBSIDIARIES OF THE COMPANY** Identified Herein

and

JPMORGAN CHASE BANK,
as Collateral Agent

TABLE OF CONTENTS

Page

ARTICLE I

Definitions

SECTION 1.01. Certain Defined Terms.....2

ARTICLE II

Guarantees

SECTION 2.01. Guarantees.....12
SECTION 2.02. Guarantee of Payment.....12
SECTION 2.03. No Limitations12
SECTION 2.04. Reinstatement.....13
SECTION 2.05. Agreement To Pay; Subrogation.....13
SECTION 2.06. Information14

ARTICLE III

Pledge of Securities

SECTION 3.01. Pledge.....14
SECTION 3.02. Voting Rights; Dividends and Interest.....14

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. Creation of Security Interests.....16
SECTION 4.02. Certain Filings.....17
SECTION 4.03. Representations and Warranties.....18
SECTION 4.04. Covenants.....18
SECTION 4.05. Other Actions20
SECTION 4.06. Covenants Regarding Patent, Trademark and Copyright Collateral..20
SECTION 4.07. Lockbox System.....21
SECTION 4.08. Insurance.....22

ARTICLE V

Other Pledges, Mortgages and Security Interests

SECTION 5.01. Summary of Certain Other Security Documents22

SECTION 5.02. Other Security Documents Subject to This Agreement.....	23
---	----

ARTICLE VI

Remedies

SECTION 6.01. Remedies Upon Default.....	24
SECTION 6.02. Exercise of Remedies under Other Security Documents.....	25
SECTION 6.03. Application of Proceeds.....	26
SECTION 6.04. Grant of License to Use Intellectual Property.....	27
SECTION 6.05. Securities Act.....	27
SECTION 6.06. Registration.....	28

ARTICLE VII

Indemnity, Subrogation and Subordination

SECTION 7.01. Indemnity and Subrogation.....	29
SECTION 7.02. Contribution and Subrogation.....	29
SECTION 7.03. Subordination.....	30

ARTICLE VIII

Concerning the Collateral Agent

SECTION 8.01. Limitations on Responsibility of Collateral Agent.....	30
SECTION 8.02. Reliance by Collateral Agent; Indemnity Against Liabilities, etc.....	31
SECTION 8.03. Resignation and Removal of the Collateral Agent.....	32
SECTION 8.04. Expenses and Indemnification.....	32

ARTICLE IX

Subordination of Certain Liens

SECTION 9.01. Perfection and Priority of Security Interests.....	33
SECTION 9.02. No Interference; No Right to Instruct Collateral Agent; Payment Over; Reinstatement; Permitted Actions.....	34
SECTION 9.03. Consent to Priming of Junior Lien on ABL Facilities Collateral.....	35
SECTION 9.04. Consent to Subordination of Junior Liens to Certain Refinancing Indebtedness.....	36
SECTION 9.05. Applicability of Lien Subordination Provisions of Master Guarantee and Collateral Agreement.....	36

ARTICLE X

Subordination of Intercompany Indebtedness

SECTION 10.01. Subordination.....37
SECTION 10.02. Dissolution or Insolvency37
SECTION 10.03. Subrogation.....37
SECTION 10.04. Other Creditors.....38
SECTION 10.05. No Waiver.....38
SECTION 10.06. Obligations Hereunder Not Affected.....38

ARTICLE XI

Miscellaneous

SECTION 11.01. Notices39
SECTION 11.02. Waivers; Amendment39
SECTION 11.03. Collateral Agent’s Fees and Expenses; Indemnification40
SECTION 11.04. Successors and Assigns.....40
SECTION 11.05. Survival of Agreement.....40
SECTION 11.06. Counterparts; Effectiveness; Several Agreement41
SECTION 11.07. Severability41
SECTION 11.08. Right of Set-Off41
SECTION 11.09. Governing Law; Jurisdiction; Consent to Service of Process.....42
SECTION 11.10. WAIVER OF JURY TRIAL.....42
SECTION 11.11. Headings43
SECTION 11.12. Security Interest Absolute.....43
SECTION 11.13. Termination or Release.....43
SECTION 11.14. Additional Grantors and Guarantors.....44
SECTION 11.15. Collateral Agent Appointed Attorney-in-Fact45

SCHEDULES:

- Schedule I -- Aircraft
- Schedule II -- Foreign Pledge Agreements
- Schedule III -- Mortgages

EXHIBITS:

- Exhibit I -- Form of Perfection Certificate

GUARANTEE AND COLLATERAL AGREEMENT
dated as of August 17, 2004, among THE GOODYEAR TIRE &
RUBBER COMPANY (the "*Company*"), the Subsidiaries of the
Company identified herein and JPMORGAN CHASE BANK, as
collateral agent (the "*Collateral Agent*").

A. The Lenders have agreed to extend credit to the Company on the terms and subject to the conditions set forth in the Deposit-Funded Credit Agreement (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to it in Article I). The obligations of the Lenders to extend such credit are conditioned upon the execution and delivery of this Agreement by the Company, the Subsidiary Grantors and the Subsidiary Guarantors. The Subsidiary Grantors and Subsidiary Guarantors are subsidiaries of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Deposit-Funded Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

B. The Deposit-Funded Credit Agreement will refinance the US Revolving Facility Agreement. The US Revolving Facility Obligations, together with the obligations of the Company and the Subsidiaries under the New Facilities Credit Agreements and certain other obligations, are secured under the Master Guarantee and Collateral Agreement and the "Other Security Documents", as defined therein.

C. The Master Guarantee and Collateral Agreement sets forth the relative priorities of the Liens securing the US Revolving Facility Obligations and the other obligations secured thereby. Section 11.04 of the Master Guarantee and Collateral Agreement provides, *inter alia*, that in the event the US Revolving Facility Obligations are refinanced, all Liens that under the terms of the Master Guarantee and Collateral Agreement are junior and subordinate to the Liens securing the US Revolving Facility Obligations shall, without any further action or consent by any secured party, be equally junior and subordinated to the Liens securing the refinancing obligations.

D. Each of the New Facilities Credit Agreements requires that in the event the US Revolving Facility Obligations are refinanced, the holders of the refinancing obligations or an agent acting on their behalf execute an agreement subordinating the liens securing such refinancing obligations to certain Liens that under the terms of the Master Guarantee and Collateral Agreement are senior to the Liens securing the US Revolving Facility Obligations.

E. The parties hereto have agreed, in accordance with Section 11.04 of the Master Guarantee and Collateral Agreement and the requirements of the New Facilities Credit Agreements, that the Obligations will be secured by Liens on the Collateral that secured the US Revolving Facility Obligations, and that the Liens securing the Obligations will have the same priorities relative to the other Liens created under or governed by the Master Guarantee and Collateral Agreement as the Liens that secured the US Revolving Facility Obligations.

F. The Obligations have been designated as “Designated Senior Obligations” under the Lien Subordination and Intercreditor Agreement, and the Liens securing the Obligations are accordingly senior to the Liens securing the Junior Obligations (as defined in the Lien Subordination and Intercreditor Agreement) on the terms set forth in the Lien Subordination and Intercreditor Agreement.

Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Certain Defined Terms.* (a) All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term “instrument” shall have the meaning specified in Article 9 of the New York UCC.

(b) All terms defined in the Deposit-Funded Credit Agreement and not defined in this Agreement have the meanings specified therein. The rules of construction specified in Section 1.04 of the Deposit-Funded Credit Agreement shall also apply to this Agreement; *provided*, that any reference herein to the Master Guarantee and Collateral Agreement or to any “Other Security Document”, as defined therein shall not be deemed to include any amendment to or modification of such agreement after the date hereof that would adversely affect any rights or interests of the Secured Parties unless such amendment or modification shall have been approved in writing by the Majority Lenders.

As used in this Agreement, the following terms have the meanings specified below:

“*ABL Facilities Agreement*” means the Term Loan and Revolving Credit Agreement dated as of March 31, 2003, among the Company, certain lenders, JPMCB, as administrative agent, Citicorp USA Inc., as syndication agent, and Bank of America, N.A. and The CIT Group/Business Credit, Inc., as documentation agents, as amended by the First Amendment thereto dated as of February 19, 2004, and as further amended from time to time.

“*ABL Facilities Collateral*” means any and all of the following assets and properties now owned or at any time hereafter acquired by any Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest: (a) all Accounts; (b) all Chattel Paper; (c) all Deposit Accounts (and all cash, checks and other negotiable instruments, funds and other evidences of payment held therein); (d) all Inventory; (e) to the extent evidencing, governing, securing or otherwise related to the items referred to in the preceding clauses (a), (b), (c) and (d), all Documents, General Intangibles (other than Intellectual Property and, in the case of any Grantor that is organized under the laws of Canada or one or more provinces thereof, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements and other agreements), goodwill, registrations

and franchises), Instruments, Investment Property (other than (i) Pledged Equity Interests, (ii) Equity Interests in Luxembourg Finance, (iii) the Equity Interests described in clauses (b), (c) and (d) of the definition of Excluded Equity Interests and (iv) Proceeds in respect of Equity Interests described in clauses (i), (ii) and (iii)) and Letter of Credit Rights; (f) all books and records related to the foregoing; and (g) all Proceeds of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing. Notwithstanding the foregoing, any cash deposited to collateralize Letter of Credit reimbursement obligations pursuant to the Deposit-Funded Credit Agreement will constitute US Facilities Article 9 Collateral and not ABL Facilities Collateral.

"ABL Facilities Junior Liens" means all Liens on the ABL Facilities Collateral securing the Obligations.

"ABL Facilities Mortgages" means the "Mortgages" under and as defined in the ABL Facilities Agreement.

"Acceptable Financing" means a credit facility extended to the Company as a debtor-in-possession in a proceeding commenced by or against the Company under the Bankruptcy Code that (a) replaces and results in the payment of all amounts outstanding or owed to the lenders under the ABL Facilities Agreement at the time of the first extension of credit under such credit facility made following the entry of a final order approving such credit facility, (b) is arranged by J.P. Morgan Securities Inc. (or, if J.P. Morgan Securities Inc. shall elect not to arrange such credit facility, another recognized provider of debtor-in-possession financings for substantial corporate debtors that shall be a Lender under the Deposit-Funded Credit Agreement) and (c) provides for extensions of credit in an aggregate amount not in excess of the greater of (i) \$1,950,000,000 and (ii) the amount available to be borrowed from time to time under the Borrowing Base under and as defined in the ABL Facilities Agreement as in effect at the commencement of such proceeding.

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Additional Subsidiary Agreement" has the meaning assigned to such term in Section 11.14.

"Agreement" means this Guarantee and Collateral Agreement.

"Aircraft" means all airships, airplanes, helicopters and other aircraft owned on the date hereof or hereafter acquired by any Grantor, including those listed on Schedule I hereto, as updated from time to time pursuant to Section 4.04(c).

"Aircraft Collateral" means the Aircraft, Aircraft Parts and Aircraft Log Books.

"Aircraft Log Books" means any and all log books, maintenance records, airworthiness certificates, registration documents and other records and documents relating to the Aircraft or Aircraft Parts.

"Aircraft Parts" means all engines and propellers (whether or not affixed to any Aircraft) owned by any US Facilities Grantor and used or intended for use in connection with the Aircraft, and all avionics equipment, radio equipment, navigation equipment, radar equipment and other equipment, appliances, accessories and accessions used or intended for use in connection with the Aircraft.

"Applicable Collateral Agent Obligations" has the meaning assigned to such term in the Master Guarantee and Collateral Agreement.

"Applicable Senior Lien Collateral Agent" means, as to any Applicable Senior Lien, any collateral agent for the holders of the obligations secured by such Applicable Senior Lien.

"Applicable Senior Liens" means (a) as to the ABL Facilities Junior Liens, the Liens on the ABL Facilities Collateral securing the ABL Facilities Obligations and the Applicable Collateral Agent Obligations and (b) as to the Luxembourg Finance Junior Liens, the Liens on the Luxembourg Finance Pledged Collateral securing the European Facilities Obligations and the Applicable Collateral Agent Obligations.

"Applicable Senior Obligations" means, as to any Obligations secured by Junior Liens, the obligations secured by the Applicable Senior Liens.

"Article 9 Collateral" means the ABL Facilities Collateral and the US Facilities Article 9 Collateral.

"Bankruptcy Code" means Title 11 of the U.S. Code.

"Canadian Intellectual Property Collateral" has the meaning assigned to such term in the Master Guarantee and Collateral Agreement.

"Canadian Security Agreements" means the Canadian Guarantee and Collateral Agreement dated as of the date hereof, between Goodyear Canada Inc. and the Collateral Agent, and the Quebec Hypothec (as defined in the Canadian Guarantee and Collateral Agreement).

"Claiming Party" has the meaning assigned to such term in Section 7.02.

"Collateral" means the Pledged Collateral, the Luxembourg Finance Pledged Collateral, the Article 9 Collateral and the Mortgaged Collateral.

"Collateral Proceeds Account" means a deposit account maintained at JPMorgan Chase Bank, as Collateral Agent, for the benefit of the Secured Parties, and any successor account maintained with the Collateral Agent.

“Consent Asset” means any asset or right of a Grantor the creation of a security interest in which would be prohibited by or not be effective under applicable law or would violate or result in a default under any agreement or instrument in effect on the date hereof (or in the case of any future Grantor on the date it becomes a Grantor) between such Grantor and any Person other than (a) the Company, (b) any Wholly Owned Subsidiary or (c) any Subsidiary that is not a Wholly Owned Subsidiary unless the waiver of such default or violation would require the consent of any Person other than the Company or another Subsidiary; *provided* that no asset or right shall be a Consent Asset to the extent that Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the applicable jurisdiction, or any other law of the applicable jurisdiction, shall permit (and excuse any default or violation resulting from) the creation of a security interest in such asset or right notwithstanding the provision of such agreement or instrument prohibiting the creation of a security interest therein or shall render such provision unenforceable.

“Consent Subsidiary” has the meaning assigned to such term in the Deposit-Funded Credit Agreement.

“Control Notice” has the meaning assigned to such term or the term “Shifting Control Notice” in each Lockbox Agreement.

“Contributing Party” has the meaning assigned to such term in Section 7.02.

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

“Credit Document” means the “Credit Documents” under and as defined in the Deposit-Funded Credit Agreement.

“Credit Parties” means the Company and each Grantor and Guarantor.

“Deposit Account Institution” means each financial institution at which a Deposit Account in the Lockbox System is maintained.

“Deposit-Funded Credit Agreement” means the Deposit-Funded Credit Agreement dated as of August 17, 2004, among the Company, certain lenders, JPMCB,

as administrative agent, and BNP Paribas, as syndication agent, as amended from time to time.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in limited liability companies, beneficial interests in trusts or other equity ownership interests in any Persons, and any warrants, options or other rights entitling the holders thereof to purchase or acquire any such equity interests.

"European Facilities Agreement" means the \$650,000,000 Term Loan and Revolving Credit Agreement dated as of March 31, 2003, among the JV, the other borrowers thereunder, certain lenders, JPMCB, as administrative agent, and Deutsche Bank AG, as syndication agent, as amended by the First Amendment thereto dated as of February 19, 2004, and as further amended from time to time.

"Excluded Equity Interests" means (a) Equity Interests in any Subsidiary with consolidated assets not greater than \$10,000,000 as of June 30, 2004, or as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of the Deposit-Funded Credit Agreement, (b) Equity Interests in any Consent Subsidiary, (c) Equity Interests in Goodyear Canada Inc. and Goodyear S.A. and (d) Equity Interests in any Foreign Subsidiary with respect to which a Financial Officer has delivered a certificate in accordance with clause (B) of the proviso in Section 5.08(b) of the Deposit-Funded Credit Agreement.

"Excluded Operating Account" means payroll and other operating accounts of the Company or any other Grantor that are not used to receive (a) payments from any Account Debtor in respect of Accounts or (b) payments in respect of Inventory, and containing only such amounts as are required in the Company's or such other Grantor's good faith judgment for near-term operational purposes.

"FAA" means the Federal Aviation Administration or the United States Department of Transportation or both, as the context may require, or any successors thereto.

"Federal Securities Laws" has the meaning assigned to such term in Section 6.05.

"Foreign Pledge Agreements" has the meaning assigned to such term in the Deposit-Funded Credit Agreement.

"Foreign Subsidiary" means any Subsidiary organized under the laws of a jurisdiction other than the United States or any of its territories or possessions or any political subdivision thereof.

"General Intangibles" means, as to any Grantor, all choses in action and causes of action and all other intangible personal property of every kind and nature (other than Accounts) now owned or hereafter acquired by such Grantor, including to the extent relevant corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Swap Agreements

and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to such Grantor to secure payment by an Account Debtor of any Accounts.

“Goodyear Venezuela Transaction” means the sale of up to 14% of the Equity Interests of C.A. Goodyear de Venezuela held by the Company to Goodyear do Brasil Produtos de Borraca Ltda. in a transaction permitted by the Credit Agreements.

“Grantors” means the Company and the Subsidiary Grantors.

“Guarantors” means the Company and the Subsidiary Guarantors.

“Indemnified Party” has the meaning assigned to such term in Section 8.04.

“Indenture Basket” means 15% of the Shareholders’ Equity of the Company (as defined in the Indentures), as at the last day of the most recently ended fiscal quarter of the Company as of the date hereof, as reported on the applicable consolidated balance sheet of the Company.

“Indenture Properties” means the “Restricted Property” (as defined in the Indentures) of the Company and each “Restricted Subsidiary” (as defined in the Indentures).

“Indentures” means (a) the Indenture dated as of March 15, 1996, between the Company and Chemical Bank, as trustee, (b) the Indenture dated as of March 1, 1999, between the Company and The Chase Manhattan Bank, as trustee, and (c) the Indenture dated as of June 1, 2002, between the Company and JPMCB, as trustee.

“Intellectual Property” means, as to any Grantor, all intellectual and similar property of every kind and nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Intercompany Indebtedness” means any Indebtedness of the Company or any Subsidiary to the Company or any other Subsidiary.

“Intercompany Obligor” means, with respect to any Intercompany Indebtedness, the obligor in respect of such Intercompany Indebtedness.

“Junior Liens” means the ABL Facilities Junior Liens and the Luxembourg Finance Junior Liens.

“*JPMCB*” means JPMorgan Chase Bank and its successors.

“*JV*” means Goodyear Dunlop Tires Europe B.V., a Subsidiary organized in the Netherlands and a joint venture of the Company and Sumitomo Rubber Industries.

“*Lenders*” means, collectively, the “Lenders” under and as defined in the Deposit-Funded Credit Agreement.

“*License*” means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party.

“*Lien Subordination and Intercreditor Agreement*” means the Lien Subordination and Intercreditor Agreement dated as of March 12, 2004, among JPMCB, as Collateral Agent under the New Facilities Credit Agreements and, pursuant to an Accession Agreement being delivered under Section 4.01 thereof, the Deposit-Funded Credit Agreement, Wilmington Trust Company, as collateral agent for holders of the Initial Junior Indebtedness, as defined therein, the Company and the subsidiaries of the Company named therein, as amended from time to time.

“*Local Collection Account*” means a deposit account of a Grantor not subject to the control of the Collateral Agent pursuant to the Lockbox System; *provided* that (a) such account shall not receive any payments in respect of Accounts or Inventory other than that generated or sold by Goodyear’s retail or Wingfoot divisions and (b) the applicable Grantor shall have irrevocably instructed the Deposit Account Institution at which such deposit account is maintained to remit all funds on deposit in such deposit account to a Deposit Account in the Lockbox System periodically, and in no event less frequently than weekly, such instructions to be given (i) in the case of a Local Collection Account in existence on the Effective Date, no later than 45 days after the Effective Date and (ii) in the case of a Local Collection Account opened after the Effective Date, as promptly as practicable (and in no event later than 10 Business Days) after the opening of such Local Collection Account.

“*Lockbox Agreement*” means a Lockbox Agreement in a form approved by the Collateral Agent, among a Grantor, the Collateral Agent and a Deposit Account Institution.

“*Lockbox System*” has the meaning assigned to such term in Section 4.07.

“*Luxembourg Finance*” means Goodyear Finance Holding S.A.

“*Luxembourg Finance Junior Liens*” means all Liens on the Luxembourg Finance Pledged Collateral securing the Obligations.

“*Luxembourg Finance Pledge Agreement*” means the pledge over shares of Goodyear Finance Holding S.A. between the Company, Goodyear International Corporation and the Collateral Agent to be entered into on or around August 17, 2004, as amended from time to time.

“Luxembourg Finance Pledged Collateral” means all the Company’s right, title and interest in, to and under (a) the Equity Interests in Luxembourg Finance owned by it on the date hereof or obtained by it in the future, (b) subject to the provisions of the Luxembourg Finance Pledge Agreement, all payments of dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, such Equity Interests; (c) subject to the provisions of the Luxembourg Finance Pledge Agreement, all rights and privileges of the Company with respect to the securities and other property referred to in clauses (a) and (b) above; and (d) all Proceeds of any of the foregoing; *provided* that the Luxembourg Finance Pledged Collateral shall not include more than 65% of the issued and outstanding Equity Interests of Luxembourg Finance.

“Master Guarantee and Collateral Agreement” means the Master Guarantee and Collateral Agreement dated as of March 31, 2003, as Amended and Restated as of February 20, 2004, among the Company, the Subsidiary Guarantors, the Grantors, certain other Subsidiaries and JPMCB, in its capacity as Collateral Agent under the New Facilities Credit Agreements.

“Material Intellectual Property” means “Material Intellectual Property” under and as defined in the Deposit-Funded Credit Agreement.

“Mortgaged Properties” means the properties subject to the Mortgages.

“Mortgages” means the “Mortgages” under and as defined in the Deposit-Funded Credit Agreement.

“New Facilities Credit Agreements” means the European Facilities Agreement and the ABL Facilities Agreement.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Obligations” means the “Obligations” under and as defined in the Deposit-Funded Credit Agreement.

“Other Security Documents” means the Luxembourg Finance Pledge Agreement, the Canadian Security Agreements, the Foreign Pledge Agreements and the Mortgages.

“Patent License” means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any such Grantor under any such agreement.

“Patents” means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II to the Perfection Certificate, as updated from time to time pursuant to Section 4.04(c), and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” means a certificate substantially in the form of Exhibit I.

“Pledged Collateral” means (a) the Pledged Equity Interests, (b) the Pledged Debt Securities, (c) subject to Section 3.02, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in the preceding clauses (a) and (b); (d) subject to Section 3.02, all rights and privileges of each Grantor with respect to the securities and other property referred to in clauses (a), (b) and (c) above; and (e) all Proceeds of any of the foregoing.

“Pledged Debt Securities” means all debt securities (as defined in Article 8 of the New York UCC) owned by any Grantor on the date hereof or obtained by it in the future, and any promissory notes or other instruments evidencing any such debt securities.

“Pledged Equity Interests” means all Equity Interests in Subsidiaries (other than Luxembourg Finance and Excluded Equity Interests) owned by any Grantor on the date hereof or obtained or owned by it in the future, and the certificates representing all the foregoing Equity Interests, including the Equity Interests listed on Schedule 3A to the Perfection Certificate, as updated from time to time pursuant to Section 4.04(c); *provided* that the Pledged Equity Interests shall not include more than 65% of the issued and outstanding Equity Interests of any Foreign Subsidiary.

“RBC Deposit Account” means the Deposit Account maintained with The Royal Bank of Canada, with respect to which a Lockbox Agreement shall have been executed by the applicable ABL Facilities Grantor and The Royal Bank of Canada.

“Secured Parties” means the “Secured Parties” under and as defined in the Deposit-Funded Credit Agreement.

“Security Documents” means this Agreement and the Other Security Documents.

"Subsidiary Grantors" means each Subsidiary that is listed under the heading "Grantor" on the signature pages hereto or that becomes a Grantor pursuant to Section 11.14.

"Subsidiary Guarantors" means each Subsidiary that is listed under the heading "Guarantor" on the signature pages hereto or that becomes a Guarantor pursuant to Section 11.14.

"Swiss Franc Bond Agreement" means the Bond Agreement dated as of March 17, 1986, between the Company and Union Bank of Switzerland, Credit Suisse, Morgan Stanley S.A. and Swiss Bank Corporation, as in effect on the date hereof.

"Swiss Franc Obligations" means the "Bonds", as defined in the Swiss Franc Bond Agreement.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any such Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any such Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II to the Perfection Certificate, as updated from time to time pursuant to Section 4.04(c), (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"US Facilities Article 9 Collateral" means any and all of the following assets and properties now owned or at any time hereafter acquired by any Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest: (a) all Documents; (b) all Equipment (other than fixtures to real property not constituting Mortgaged Properties); (c) all General Intangibles; (d) all Instruments; (e) all Investment Property (other than (i) Pledged Equity Interests, (ii) Equity Interests in Luxembourg Finance, (iii) the Equity Interests described in clauses (b), (c) and (d) of the definition of Excluded Equity Interests and (iv) Proceeds in respect of Equity Interests described in clauses (i), (ii) and (iii)); (f) all Letter-of-Credit rights; (g) all books and records pertaining to any of the foregoing; (h) all Aircraft Collateral; (i) all cash deposited to collateralize Letter of Credit reimbursement obligations pursuant to the Deposit-Funded Credit Agreement and (j) to the extent not otherwise included, all

Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; *provided, however*, that, notwithstanding any of the foregoing provisions of this definition, the Article 9 Collateral shall not include (i) any ABL Facilities Collateral, (ii) Consent Assets or (iii) more than 65% of the issued and outstanding Equity Interests of Luxembourg Finance.

“*US Revolving Facility Agreement*” means the \$750,000,000 Amended and Restated Revolving Credit Agreement dated as of March 31, 2003, among the Company, certain lenders and JPMCB, as administrative agent, as amended by the First Amendment thereto dated as of February 19, 2004.

“*US Revolving Facility Obligations*” means the “Obligations” under and as defined in the US Revolving Facility Agreement.

ARTICLE II

Guarantees

SECTION 2.01. *Guarantees.* Each Guarantor irrevocably and unconditionally guarantees, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations, jointly with the other Guarantors and severally. Each of the Guarantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Guarantors waives presentment to, demand of payment from and protest to the Company or any other Credit Party of any of the Obligations, and also waives notice of acceptance of its guarantee, notice of protest for nonpayment and all similar formalities.

SECTION 2.02. *Guarantee of Payment.* Each of the Guarantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Company or any other Person.

SECTION 2.03. *No Limitations.* (a) Except for termination of a Guarantor’s obligations hereunder as expressly provided in Section 11.13, the obligations of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the

provisions of any Credit Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Credit Document or any other agreement, including with respect to any other Guarantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of such Guarantor or otherwise operate as a discharge of such Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations). Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other guarantors or obligors upon or in respect of the Obligations, all without affecting the obligations of such Guarantor hereunder.

(b) To the fullest extent permitted by applicable law, each Guarantor waives any defense based on or arising out of any defense of the Company or any other Credit Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Company or any other Credit Party, other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Company or any other Credit Party or exercise any other right or remedy available to them against the Company or any other Credit Party, in each case without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against the Company or any other Credit Party, as the case may be, or any security.

SECTION 2.04. *Reinstatement.* Each of the Guarantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Company, any other Credit Party or otherwise.

SECTION 2.05. *Agreement To Pay; Subrogation.* In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Company or any other Credit Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, such Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the

amount of such unpaid Obligation. Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Company or any other Credit Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate to the Obligations of the Company or such Credit Party on the terms set forth in Article X.

SECTION 2.06. *Information.* Each Guarantor assumes all responsibility for being and keeping itself informed of the Company's and each other Credit Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01. *Pledge.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns a security interest in all such Grantor's right, title and interest in, to and under the Pledged Collateral, to have and to hold all such Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, for the benefit of the Secured Parties; *subject, however,* to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. *Voting Rights; Dividends and Interest.* (a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have notified the Grantors that their rights under this Section 3.02 are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement and the Credit Agreements, including the right to sell or otherwise transfer such Pledged Collateral in accordance with the terms of the Deposit-Funded Credit Agreement.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney, certificates and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Deposit-Funded Credit Agreement, the other Credit Documents and applicable laws; *provided* that any noncash dividends, interest, principal or other distributions that would constitute Pledged Equity Interests or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Collateral or received in exchange for Pledged Collateral or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral.

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the form in which so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 6.03. After all Events of Default have been cured or waived and the Company has delivered to the Collateral Agent a certificate to that effect, the Collateral Agent shall (subject to any applicable provisions of the Master Guarantee and Collateral Agreement) promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; *provided* that, unless otherwise

directed by the Majority Lenders under the Deposit-Funded Credit Agreement, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Grantors to exercise such rights.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. *Creation of Security Interests.* (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral (other than, in the case of the Company only, any such US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

(b) As security for the payment or performance, as the case may be, in full of the Obligations, the Company hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all the US Facilities Article 9 Collateral constituting a "manufacturing facility", as defined in the Swiss Franc Bond Agreement, now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest. As provided in Section 11.04 of the Master Guarantee and Collateral Agreement, the security interests and Liens created by this paragraph and by the Mortgages shall have the same priorities (which may differ as to different amounts of the Obligations secured thereby as provided in the Master Guarantee and Collateral Agreement) as the security interests and Liens that secured the US Revolving Facility Obligations relative to the other security interests in and Liens on "manufacturing facilities" of the Company (including the security interests securing Swiss Franc Obligations) created under the Master Guarantee and Collateral Agreement and the "US Facilities Mortgages" and "ABL Facilities Mortgages" (as such terms are defined in the Master Guarantee and Collateral Agreement).

(c) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and

assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all the ABL Facilities Collateral now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest; the Secured Parties agree that the foregoing assignment, pledge and grant shall be on a junior basis and shall be subordinated as described in, and subject to, Article IX.

(d) Notwithstanding anything in this Section or in any Other Security Document to the contrary, the aggregate amount of the Obligations and of the "Obligations" (as such term is defined in the Master Guarantee and Collateral Agreement) secured by (i) the security interests granted under this Section, (ii) the security interests granted under Section 4.01 of the Master Guarantee and Collateral Agreement and (iii) the Liens created under the Mortgages or under the "US Facilities Mortgages" or "ABL Facilities Mortgages" (as such terms are defined in the Master Guarantee and Collateral Agreement), in each case in or on the Indenture Properties, shall not exceed the Indenture Basket (it being agreed that the obligations excluded by this paragraph and paragraph (m) of Section 4.01 of the Master Guarantee and Collateral Agreement from the benefits of such security interests in and Liens on the Indenture Properties will be determined based on the priority of the security interests and Liens securing the applicable obligations as set forth herein and in the Master Guarantee and Collateral Agreement (including Section 11.04 thereof), with the obligations secured by the most junior security interests and Liens being the first excluded).

(e) The security interests granted under this Section are granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. *Certain Filings.* (a) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings) with respect to the Article 9 Collateral of such Grantor or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including (i) whether such Grantor is an organization, the jurisdiction in which it is organized, the type of organization and any organizational identification number issued to such Grantor and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Article 9 Collateral relates. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request. Each Grantor also ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(b) The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting

any security interest granted by any Grantor in any Material Intellectual Property, without the signature of such Grantor, and naming such Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 4.03. *Representations and Warranties.* The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that each Grantor has good and valid rights (including ownership rights) in the material Article 9 Collateral with respect to which it has purported to grant a security interest hereunder.

SECTION 4.04. *Covenants.* (a) Each Grantor agrees promptly (and in any event within 30 days) to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number or (v) in its jurisdiction of organization. Each Grantor agrees promptly to provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the first sentence of this paragraph.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as shall be consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any specified Article 9 Collateral.

(c) Each year, at the time of delivery of annual financial statements of the Company with respect to the preceding fiscal year pursuant to each Credit Agreement, the Company shall deliver to the Collateral Agent a certificate executed on behalf of the Company by a Financial Officer and a legal officer of the Company setting forth the information required pursuant to the Perfection Certificate (including the Schedules thereto) or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this paragraph, and setting forth for any Aircraft owned by any Grantor and not already listed on Schedule I hereto information sufficient to permit the Collateral Agent to file notices of its security interests in such Aircraft with the Federal Aviation Administration, including the model number, the tail number, the name, the serial number and the location of such Aircraft (and Schedule I shall be automatically updated to list any Aircraft identified in any such certificate).

(d) The Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral and the premises upon which any of the Article 9 Collateral is located and to verify under reasonable procedures, in accordance with the

provisions of the Deposit-Funded Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, only after the occurrence and during the continuance of an Event of Default, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to the Deposit-Funded Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Deposit-Funded Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided* that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Credit Documents.

(f) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment included in the Article 9 Collateral in accordance with the requirements set forth in the Deposit-Funded Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premiums and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(g) Each Grantor shall maintain, in form and manner reasonably satisfactory to the Collateral Agent, records of its Chattel Paper and its books, records and documents evidencing or pertaining thereto.

SECTION 4.05. *Other Actions.* In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the security interests created hereby, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral: if any Grantor shall at any time hold or acquire any Instrument representing Indebtedness in excess of \$3,000,000, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

SECTION 4.06. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not do or omit to do any act (and will exercise commercially reasonable efforts to prevent its licensees from doing or omitting to do any act) whereby any Patent constituting Material Intellectual Property may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by such Patent with the relevant patent number consistent with good business judgment to establish and preserve its rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark constituting Material Intellectual Property, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration consistent with good business judgment to establish and preserve its rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a Copyright constituting Material Intellectual Property, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice consistent with good business judgment to establish and preserve its rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright constituting Material Intellectual Property may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same; *provided* that such notification need not be given if such impairment of such Intellectual Property is not material viewed against the Material Intellectual Property as a whole.

(e) Each Grantor will take all steps consistent with good business judgment that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in

any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the Patents, Trademarks and/or Copyrights constituting Material Intellectual Property (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights constituting Material Intellectual Property, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(f) Upon and during the continuance of an Event of Default, each Grantor shall endeavor in good faith to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.07. Lockbox System. (a) The Grantors agree, at all times when the ABL Facilities Agreement shall remain in effect, to comply, for the benefit of the Secured Parties, with the requirements of Section 4.07 of the Master Guarantee and Collateral Agreement, and compliance with such requirements shall, at all times when the ABL Facilities Agreement shall remain in effect, be deemed to satisfy the requirements of paragraph (b) below, notwithstanding anything in such paragraph (b) to the contrary.

(b) The Grantors shall maintain, subject to the control of the Collateral Agent pursuant to the Lockbox Agreements, a system of lockboxes and related Deposit Accounts (the "*Lockbox System*"). Each Grantor agrees that it shall have no Deposit Accounts other than (a) Deposit Accounts in the Lockbox System, (b) Excluded Operating Accounts and (c) Local Collection Accounts. Each Grantor further agrees (i) to cause at all times to be in effect with respect to each Deposit Account Institution at which any Deposit Account (other than an Excluded Operating Account or a Local Collection Account) is maintained a Lockbox Agreement with respect to each such Deposit Account, (ii) to notify and direct promptly each Account Debtor and every other Person obligated to make payments on Accounts or in respect of any Inventory to make all such payments directly to one or more Deposit Accounts in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, Local Collection Accounts) or related lockboxes, (iii) to use all reasonable efforts to cause each such Account Debtor and other Person to make all payments with respect to Accounts and Inventory directly to one or more Deposit Accounts in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, Local Collection Accounts) or related lockboxes, (iv) promptly to deposit all payments received by it on account of Accounts and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in one or more Deposit Accounts in the Lockbox System (or, in the case of Accounts or Inventory of the Company's retail or Wingfoot divisions, Local Collection Accounts) or related lockboxes in the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), (v) to maintain at all times a Collateral Proceeds Account in the United States, a U.S. dollar and a Canadian dollar Collateral Proceeds Account in Canada and the RBC Deposit Account, in each case on terms reasonably satisfactory to the

Collateral Agent and (vi) to maintain in effect agreements with the applicable Deposit Account Institutions under which all amounts on deposit in each Deposit Account (other than Excluded Operating Accounts and Local Collection Accounts) located in the United States and in Canada will be paid to the Collateral Agent for deposit in the Collateral Proceeds Account located in the United States or in the RBC Account, respectively, at the end of each Business Day, and under which all amounts in the RBC Account will be paid not less often than weekly into the Collateral Proceeds Accounts in Canada in same day funds. So long as no Event of Default has occurred and is continuing, the Collateral Agent shall promptly (and no less frequently than each Business Day) remit any funds on deposit in each Collateral Proceeds Account to one or more accounts of the Company that have been designated by the Company. Effective upon notice to the Company after the occurrence and during the continuance of an Event of Default, each Collateral Proceeds Account, the RBC Deposit Account and each Deposit Account (other than Excluded Operating Accounts and Local Collection Accounts) will, without further action on the part of any Grantor or the Collateral Agent, convert into a closed lockbox account under the sole dominion and control of the Collateral Agent in which all funds are held subject to the rights of the Collateral Agent hereunder. Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner adverse to the Secured Parties, change the general instructions given to Account Debtors in respect of payments to be deposited in the Lockbox System. Each Grantor irrevocably authorizes the Collateral Agent, upon the occurrence of an Event of Default, to deliver a Control Notice under each Lockbox Agreement. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any instructions pursuant to any Lockbox Agreement terminating such Lockbox Agreement or the right of such Grantor to make withdrawals from any Deposit Account in the Lockbox System unless an Event of Default shall have occurred and be continuing or, after giving effect to any withdrawal, would occur. The Company shall ensure that the aggregate amount contained in all Local Collection Accounts taken together shall not at any time exceed a maximum amount determined by the Administrative Agent in its sole discretion (not to be exercised unreasonably).

SECTION 4.08. *Insurance.* Each Grantor shall cause the Collateral Agent to be named as loss payee on all property insurance maintained in respect of property subject to the Mortgages.

ARTICLE V

Other Pledges, Mortgages and Security Interests

SECTION 5.01. *Summary of Certain Other Security Documents.* In addition to the security interests created under Articles III and IV, the parties acknowledge that:

(a) The Company and the Collateral Agent will enter into the Luxembourg Finance Pledge Agreement under which the Company will pledge the Luxembourg Finance Pledged Collateral on a junior, second lien basis to secure the Obligations.

(b) The Grantors and the Collateral Agent are entering into the Foreign Pledge Agreements listed in Schedule II, and may in the future enter into additional Foreign Pledge Agreements, under which they are pledging Equity Interests in Foreign Subsidiaries owned by them on a senior basis to secure the Obligations.

(c) The Grantors and the Collateral Agent are amending and restating Mortgages as listed in Schedule III with the result that the real properties and interests in real properties subject to such Mortgages will secure the Obligations on a senior basis (and will continue to secure the other obligations secured thereby).

(d) Certain Grantors that are organized under the laws of Canada or one or more provinces thereof are entering into the Canadian Security Agreements, under which they are creating security interests (i) in the ABL Facilities Collateral owned by them to secure the Obligations on a junior, third lien basis, and (ii) in the Canadian Intellectual Property Collateral owned by them to secure the Obligations on a senior basis.

SECTION 5.02. *Other Security Documents Subject to This Agreement.*

(a) The parties to the Other Security Documents shall observe the following provisions: (i) to the extent applicable, the provisions of Section 4.01(b) and (d) (limiting the amount of the obligations secured by certain Collateral of the Company); (ii) the provisions of Section 6.03 (governing the distribution of the proceeds realized from the exercise of remedies under the Security Documents); (iii) the provisions of Article VIII (relating to the duties and responsibilities of the Collateral Agent); (iv) the provisions of Article IX (providing for the subordination of the Junior Liens created hereby and by certain of the Other Security Documents to the Applicable Senior Liens and the priming of certain Junior Liens); and (v) the provisions of Section 11.13 (providing for releases of Guarantees of and Collateral securing the Obligations).

(b) Each of the Mortgages (other than any Mortgage that sets forth in full the provisions referred to in clauses (i) through (v) of paragraph (a) above) shall contain a provision substantially to the effect set forth below (in the language of such Other Security Document) and satisfactory to the Collateral Agent and its counsel:

“THIS AGREEMENT AND THE PLEDGES, SECURITY INTERESTS AND OTHER LIENS AND CHARGES CREATED HEREBY ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE GUARANTEE AND COLLATERAL AGREEMENT DATED AS OF AUGUST 17, 2004, AS AMENDED, AMONG THE GOODYEAR TIRE & RUBBER COMPANY, CERTAIN OF ITS SUBSIDIARIES AND JPMORGAN CHASE BANK, AS COLLATERAL AGENT, AND ANY PROVISION OF THIS AGREEMENT THAT IS INCONSISTENT WITH THE PROVISIONS OF SUCH GUARANTEE AND COLLATERAL AGREEMENT SHALL BE DEEMED FOR ALL PURPOSES TO HAVE BEEN AMENDED TO CONFORM IN ALL RESPECTS TO SUCH PROVISIONS.”

ARTICLE VI

Remedies

SECTION 6.01. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default under and as defined in the Deposit-Funded Credit Agreement, to the extent permitted by law, and subject to the provisions of Article IX hereof, (a) the Collateral Agent may demand that each Grantor deliver each item of Collateral owned or held by it to the Collateral Agent, and each Grantor agrees so to deliver all such Collateral, and (b) the Collateral Agent shall have the right to take any of or all the following actions at the same or different times with respect to any Collateral: (i) with respect to any Collateral consisting of Intellectual Property, on demand, to cause its security interest in such Collateral to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to grant any license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, with respect to any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (ii) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall (to the extent permitted by law) hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

In the case of any Collateral that constitutes Article 9 Collateral, the Collateral Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day

on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor (to the extent permitted by law). For purposes hereof, a written agreement to purchase any Collateral or portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default under the applicable Deposit-Funded Credit Agreement shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 6.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

SECTION 6.02. *Exercise of Remedies under Other Security Documents.*

The Collateral Agent shall also have the right, subject to the provisions of Article IX hereof, to exercise remedies provided for in each Other Security Document upon the occurrence and during the continuance of an Event of Default under and as defined in the Deposit-Funded Credit Agreement.

SECTION 6.03. *Application of Proceeds.* (a) Unless otherwise required by applicable law or by the provisions of Article IX hereof, the Collateral Agent shall apply the proceeds of the collection or sale of any Collateral, including any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement or any other Credit Document, or otherwise in connection with any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Credit Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Credit Document at the direction or for the benefit of holders of the Obligations;

SECOND, to the payment of all such Obligations as shall be owed to the Administrative Agent or any Issuing Bank under and as defined in the Deposit-Funded Credit Agreement;

THIRD, to the payment in full of the other Obligations (and any US Miscellaneous Obligations under and as defined in the Master Guarantee and Collateral Agreement, as provided in the Master Guarantee and Collateral Agreement), ratably in accordance with the amounts of such Obligations and US Miscellaneous Obligations on the date of such application;

FOURTH, to the "Collateral Agent" under and as defined in the Master Guarantee and Collateral Agreement for application as provided therein to satisfy obligations secured by Liens on the Collateral created thereunder or under the "Other Security Documents" (as defined therein) that are junior to the Liens created hereunder and under the Other Security Documents; and

FIFTH, if the Master Guarantee and Collateral Agreement shall no longer be in effect or if the Collateral Agent shall be advised by the "Collateral Agent" under and as defined in the Master Guarantee and Collateral Agreement that there are no persons entitled under the Master Guarantee and Collateral Agreement to receive such proceeds or cash, to the applicable Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. For purposes of clause THIRD above, the Lien of any Mortgage, insofar as it

secures the Swiss Franc Obligations, will, to the maximum extent permitted under the Swiss Franc Bond Agreement, be deemed to be of lower priority than the Lien of such Mortgage insofar as it secures the Obligations. Notwithstanding the provisions of clause THIRD above, any Article 9 Collateral consisting of cash deposited to collateralize Letter of Credit reimbursement obligations pursuant to the Deposit-Funded Credit Agreement will be applied first against such reimbursement obligations. It is understood that the Deposits held by the Administrative Agent under Section 2.01 of the Credit Agreement do not constitute assets of the Borrower or Collateral, and that nothing herein shall prevent or delay payments required to be made from the Deposit Account to the Issuing Banks as provided in the Credit Agreement.

SECTION 6.04. *Grant of License to Use Intellectual Property.* (a) Each Grantor hereby grants to the Collateral Agent, to the extent necessary to enable the Collateral Agent to exercise rights and remedies under this Agreement and the Other Security Documents at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, to the extent and only to the extent such license would not violate or result in a default under any license or other agreement, whether express or implied, between the Grantor and any Person other than a Wholly Owned Subsidiary. The rights of the Collateral Agent under such license may be exercised, at the option of the Collateral Agent, solely upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of any Event of Default.

(b) Notwithstanding any other provision contained in this Agreement, any security interest granted hereunder in any Collateral consisting of Intellectual Property to secure the Obligations shall be subject to the license granted under Section 6.04(b) of the Master Guarantee and Collateral Agreement, as such license may be exercised for the benefit of the holders of any Obligations (as defined in the Master Guarantee and Collateral Agreement), and any sale or transfer of Collateral consisting of Intellectual Property upon any exercise of remedies under this Agreement shall be made expressly subject to such license.

SECTION 6.05. *Securities Act.* In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "*Federal Securities Laws*") with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to

which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Collateral, limit the purchasers to those who will agree, among other things, to acquire such Pledged Collateral for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

SECTION 6.06. *Registration.* Each Grantor agrees that, upon the occurrence and during the continuance of an Event of Default, if for any reason the Collateral Agent desires to sell any of the Pledged Collateral at a public sale, it will, at any time and from time to time, upon the written request of the Collateral Agent, use its best efforts to take or to cause the issuer of such Pledged Collateral to take such action and prepare, distribute and/or file such documents, as are required or advisable in the reasonable opinion of counsel for the Collateral Agent to permit the public sale of such Pledged Collateral under applicable law. Each Grantor further agrees to indemnify, defend and hold harmless the Collateral Agent, each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, expenses, costs of counsel (including, without limitation, reasonable fees and expenses of the Collateral Agent's legal counsel), and claims (including the costs of investigation) that they may incur insofar as such loss, liability, expense or claim arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular relating to the offering for sale of any Pledged Collateral, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Collateral by the Collateral Agent or any other Secured Party expressly for use therein. Each Grantor further agrees, upon such written request referred to above, to use its best efforts to

qualify, file or register, or cause the issuer of such Pledged Collateral to qualify, file or register, any of the Pledged Collateral under the Blue Sky or other securities laws of such jurisdictions as may be requested by the Collateral Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each Grantor will bear all costs and expenses of carrying out its obligations under this Section. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

ARTICLE VII

Indemnity, Subrogation and Subordination

SECTION 7.01. *Indemnity and Subrogation.* In addition to all such rights of indemnity and subrogation as the Grantors and Guarantors may have under applicable law (but subject to Section 7.03), the Company agrees that (a) in the event a payment shall be made by any Guarantor under this Agreement in respect of an Obligation of the Company, the Company shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Grantor shall be sold pursuant to this Agreement or any Other Security Document to satisfy in whole or in part an Obligation of the Company, the Company shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 7.02. *Contribution and Subrogation.* Each Guarantor and Grantor, other than the Company, that has guaranteed, or granted Liens to secure, the Obligations (a "*Contributing Party*") agrees (subject to Section 7.03) that, in the event a payment shall be made by any other Guarantor (other than the Company) hereunder in respect of any Obligations or assets of any other Grantor (other than the Company) shall be sold pursuant to any Security Document to satisfy any Obligations and such other Guarantor or Grantor (the "*Claiming Party*") shall not have been fully indemnified by the Company as provided in Section 7.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party and the denominator shall be the aggregate net worth of all the Guarantors and Grantors, other than the Company. For the purposes of the previous sentence, the net worth of each Guarantor and Grantor shall be determined on the Effective Date (or, in the case of any Guarantor or Grantor becoming a Guarantor or Grantor after the Effective Date, the date on which such Guarantor or Grantor shall have become a Guarantor or Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section shall be subrogated to the rights of such Claiming Party under Section 7.01 to the extent of such payment.

SECTION 7.03. Subordination. (a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors and Grantors under Sections 7.01 and 7.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations, and no Guarantor or Grantor shall seek to enforce any of such rights until the Obligations have been paid in full. No failure on the part of the Company or any other Guarantor or Grantor to make the payments required by Sections 7.01 and 7.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Guarantor or Grantor with respect to its obligations hereunder, and each Guarantor and Grantor shall remain liable for the full amount of the obligations of such Guarantor or Grantor hereunder.

(b) To the fullest extent permitted under law, each Guarantor and Grantor hereby agrees that all Indebtedness and other monetary obligations owed by it to any other Guarantor, Grantor or any other Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

ARTICLE VIII

Concerning the Collateral Agent

SECTION 8.01. Limitations on Responsibility of Collateral Agent. The Collateral Agent shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations or warranties contained herein or in any Other Security Document. The Collateral Agent makes no representation as to the value or condition of the Collateral or any part thereof, as to the title of any Grantor to the Collateral, as to the security afforded by this Agreement or any Other Security Document or as to the validity, execution, enforceability, legality or sufficiency of this Agreement or any Other Security Document, and the Collateral Agent shall incur no liability or responsibility in respect of any such matters. The Collateral Agent shall not be responsible for insuring the Collateral, for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise for the maintenance of the Collateral, except as provided in the immediately following sentence when the Collateral Agent has possession or control of the Collateral. Except as otherwise provided herein, the Collateral Agent shall have no duty to the Grantors or to the holders of the Secured Obligations as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, except the duty to accord such Collateral the same care that it normally accords to its own assets and the duty to account for moneys received by it. The Collateral Agent shall not be required to ascertain or inquire as to the performance by any Guarantor or Grantor of any of the covenants or agreements contained herein or in any other agreement. Neither the Collateral Agent nor any officer, agent or representative thereof shall be personally liable for any action taken or omitted to be taken by any such person in connection with this Agreement or any Other Security Document except for such person's own gross

negligence or wilful misconduct (it being understood that any action taken in accordance with the terms of this Agreement or any Other Security Document by the Collateral Agent or any such officer, agent or representative at the direction or instruction of the Administrative Agent or the Majority Lenders under the Deposit-Funded Credit Agreement (or not taken in the absence of any such directions or instructions) shall not constitute gross negligence or wilful misconduct). Neither the Collateral Agent nor any officer, agent or representative thereof shall be personally liable for any action taken by any such person in accordance with any notice given by the Administrative Agent or the Majority Lenders under the Deposit-Funded Credit Agreement hereunder or under any Other Security Document even if, at the time such action is taken by any such Person, the Administrative Agent or the Lenders which gave the notice to take such action shall no longer be the Administrative Agent or the Majority Lenders under the Deposit-Funded Credit Agreement or the Secured Parties on behalf of which such notice was given are no longer the Secured Parties. The Collateral Agent may execute any of the powers granted under this Agreement and perform any duty hereunder either directly or by or through agents or attorneys-in-fact.

SECTION 8.02. *Reliance by Collateral Agent; Indemnity Against Liabilities, etc.* (a) Whenever in the performance of its duties under this Agreement or any Other Security Document the Collateral Agent shall deem it necessary or desirable that a matter be proved or established with respect to any Grantor or any other person in connection with the taking, suffering or omitting of any action hereunder by the Collateral Agent, such matter may be conclusively deemed to be proved or established by a certificate executed by an officer of such Person which is believed by the Collateral Agent to be genuine and to have been signed or sent by the proper Person, and the Collateral Agent shall have no liability with respect to any action taken, suffered or omitted in reliance thereon.

(b) The Collateral Agent may consult with counsel and shall not incur any liability in taking any action hereunder or under any Other Security Document in good faith in accordance with any advice of such counsel. The Collateral Agent shall have the right but not the obligation at any time to seek instructions concerning the administration of this Agreement or any Other Security Document, the duties created hereunder or the Collateral from any court of competent jurisdiction.

(c) The Collateral Agent shall not incur any liability in relying upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other paper or document which it in good faith believes to be genuine and to have been signed or presented by the proper party. The Collateral Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinions that are believed by the Collateral Agent to be genuine and signed or furnished by the proper Person furnished to the Collateral Agent in connection with this Agreement or any Other Security Document.

(d) The Collateral Agent shall not be deemed to have actual, constructive, direct or indirect notice or knowledge of the occurrence of any Event of Default under the Deposit-Funded Credit Agreement unless and until the Collateral Agent shall have

received written notice thereof from the Administrative Agent under such Credit Agreement. The Collateral Agent shall have no obligation whatsoever either prior to or after receiving such a notice which is believed by the Collateral Agent to be genuine and to have been signed or sent by the proper Person to inquire whether an Event of Default under the Deposit-Funded Credit Agreement has, in fact, occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it.

(e) If the Collateral Agent has been requested to take any specific action by the Administrative Agent pursuant to any provision of this Agreement or any Other Security Document, the Collateral Agent shall not be under any obligation to exercise any of the rights or powers vested in it by this Agreement or such Other Security Document in the manner so requested unless it shall have been provided indemnity by the Secured Parties on whose behalf such request shall have been made reasonably satisfactory to it against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

SECTION 8.03. *Resignation and Removal of the Collateral Agent.* The Collateral Agent may at any time, by giving 30 days' prior written notice to the Company and the Administrative Agent under the Deposit-Funded Credit Agreement, resign and be discharged from the responsibilities hereby created, such resignation to become effective upon the appointment of a successor by the Administrative Agents with, so long as no Event of Default has occurred and is continuing, the consent of the Company (such consent not to be unreasonably withheld) and the acceptance of such appointment by such successor. If no successor shall be appointed and approved within 30 days after the date of any such resignation, the Collateral Agent may apply to any court of competent jurisdiction to appoint a successor to act until a successor shall have been appointed as above provided or may, on behalf of the Secured Parties, appoint a successor Collateral Agent which shall be a bank with an office in New York, New York having a combined capital and surplus of at least \$500,000,000.

SECTION 8.04. *Expenses and Indemnification.* By accepting the benefits of this Agreement, each of the Lenders severally agrees (i) to reimburse the Collateral Agent, on demand, in the amount of its pro rata share from time to time (based on the Applicable Percentage of such Lender), of any expenses referred to in this Agreement or in any Other Security Document securing Obligations owed to such Lender and/or any other expenses incurred by the Collateral Agent in connection with the enforcement and protection of the rights of the Collateral Agent and the Secured Parties which shall not have been paid or reimbursed by the Company or any other Grantor or Guarantor or paid from the proceeds of Collateral as provided herein and (ii) to indemnify and hold harmless the Collateral Agent and its Affiliates and its and their respective directors, officers, employees, agents and attorneys (each, an "*Indemnified Party*"), on demand, in the amount of such pro rata share, from and against any and all liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements referred to in this Agreement and/or incurred by the Collateral Agent in connection with this Agreement or the Other Security Documents or the enforcement and protection of the rights of the Secured Parties, to the extent the same shall not have been

reimbursed by the Company or any other Grantor or Guarantor or paid from the proceeds of Collateral as provided herein; *provided*, in each case, that no Secured Party shall be liable to any Indemnified Party for any portion of such expenses, liabilities, taxes, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of such Person.

ARTICLE IX

Subordination of Certain Liens

SECTION 9.01. *Perfection and Priority of Security Interests.* (a) All Junior Liens in respect of any Collateral are expressly subordinated and made junior in priority, operation and effect to the Applicable Senior Liens in respect of such Collateral, notwithstanding anything to the contrary contained in this Agreement, any Other Security Document or any other agreement or filing to the contrary, and irrespective of the time, order or method of attachment or perfection of such Junior Liens and the Applicable Senior Liens or any defect or deficiency or alleged defect or deficiency in any of the foregoing.

(b) Each Secured Party acknowledges that a portion of the Applicable Senior Obligations consists of Indebtedness that is revolving in nature and that the amount thereof that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, and that the terms of the Applicable Senior Obligations may be modified, extended or amended from time to time, and the aggregate amount of the Applicable Senior Obligations may be increased, replaced or refinanced, all without notice to or consent by such Secured Party and without affecting the provisions hereof. The lien priorities provided for herein and in the Other Security Documents shall not be altered or otherwise affected by any amendment, modification, supplement, extension, increase, replacement, renewal, restatement or refinancing of either the Obligations or the Applicable Senior Obligations, or by any action that the Collateral Agent, the Secured Parties or the holders of any Applicable Senior Obligations may take or fail to take in respect of any Collateral.

(c) Each Secured Party holding Obligations secured by a Junior Lien acknowledges and agrees that the Applicable Senior Lien Collateral Agent and the holders of the Applicable Senior Obligations shall have no duties or other obligations to such Secured Party with respect to the Collateral subject to such Junior Lien other than to transfer to the holders of the Obligations secured by such Junior Lien the proceeds, if any, that remain following any sale, transfer or other disposition of such Collateral and the payment and satisfaction in full of all the Applicable Senior Obligations. In furtherance of the foregoing, each Secured Party holding Obligations secured by a Junior Lien acknowledges and agrees that until the Applicable Senior Obligations shall have been paid and satisfied in full, the Applicable Senior Lien Collateral Agent shall be entitled, for the benefit of the holders of the Applicable Senior Obligations, to sell, transfer or otherwise dispose of or deal with the Collateral subject to such Junior Lien as provided in the Master Guarantee and Collateral Agreement and in the "Other Security

Documents", as defined therein, without regard to such Junior Lien or any rights to which the holders of the Obligations secured thereby would otherwise be entitled as a result of such Junior Lien, the only obligation of the Applicable Senior Lien Collateral Agent and the holders of the Applicable Senior Obligations to the holders of the Obligations secured by such Junior Lien being to deliver any proceeds remaining from such sale, transfer or other disposition of the applicable Collateral after the payment and satisfaction in full of all the Applicable Senior Obligations. Each Secured Party holding Obligations secured by a Junior Lien agrees that it will not, and will not attempt to, exercise or instruct the Collateral Agent to exercise any rights that it may have as a result of such Junior Lien until the payment and satisfaction in full of all the Applicable Senior Obligations. Notwithstanding anything in this paragraph to the contrary, any holder of Applicable Senior Obligations with respect to any Junior Lien shall be entitled to transfer proceeds of Collateral subject to such Junior Lien to any other holder of Applicable Senior Obligations to the extent it is required to do so under the terms of the Master Guarantee and Collateral Agreement, and shall, to the extent of such transfer, be deemed to have satisfied its obligations to the holders of the Obligations secured by such Junior Lien under this paragraph.

(d) In the event a proceeding under the Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law shall be commenced by or against any Grantor that shall have granted a Junior Lien, until the Applicable Senior Obligations shall have been paid and satisfied in full, each Secured Party holding Obligations secured by such Junior Lien hereby authorizes and empowers (without imposing an obligation on) the holders of the Applicable Senior Obligations or any Applicable Senior Lien Collateral Agent or administrative agent acting on their behalf to vote such Secured Party's share of the Obligations secured by such Junior Lien, insofar as any such voting right arises from or relates to such Junior Lien or to the Collateral subject thereto, in connection with any resolution, arrangement, plan of reorganization, compromise or settlement relating to such Collateral.

SECTION 9.02. *No Interference; No Right to Instruct Collateral Agent; Payment Over; Reinstatement; Permitted Actions.* (a) Each Secured Party holding Obligations secured by a Junior Lien agrees that (i) it will not take or cause to be taken any action the purpose or effect of which is, or could be, to make such Junior Lien pari passu with, or to give such Secured Party any preference or priority relative to, any Applicable Senior Lien with respect to the Collateral subject to such Junior Lien or any part thereof, (ii) it will not interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Collateral subject to such Junior Lien by the Applicable Senior Lien Collateral Agent or any holder of Applicable Senior Obligations, (iii) it shall have no right to (A) direct the Applicable Senior Lien Collateral Agent or any holder of Applicable Senior Obligations to exercise any right, remedy or power with respect to the Collateral subject to such Junior Lien or (B) consent to the exercise by the Applicable Senior Lien Collateral Agent or any holder of Applicable Senior Obligations of any right, remedy or power with respect to the Collateral subject to such Junior Lien, (iv) it will not institute any suit or assert in any suit or in any bankruptcy, insolvency or other proceeding any claim against the Applicable Senior Lien Collateral Agent or any holder of Applicable Senior Obligations seeking

damages from or other relief by way of specific performance, instructions or otherwise, with respect to, and neither the Applicable Senior Lien Collateral Agent nor any holder of Applicable Senior Obligations shall be liable for, any action taken or omitted to be taken by the Applicable Senior Lien Collateral Agent or any holder of Applicable Senior Obligations with respect to the Collateral subject to such Junior Lien, (v) it will not commence or instruct the Collateral Agent to commence judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its interest in or realize upon, the Collateral subject to such Junior Lien (other than filing a proof of claim) until all the Applicable Senior Obligations shall have been paid and satisfied in full, (vi) it will not seek, and hereby waives any right, to have the Collateral subject to such Junior Lien or any part thereof marshaled upon any foreclosure or other disposition of such Collateral and (vii) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement.

(b) The Collateral Agent and each Secured Party holding Obligations secured by a Junior Lien agree that, in the event of a sale, transfer or other disposition of Collateral subject to such Junior Lien, such Junior Lien on such Collateral shall terminate and be released automatically and without further action if the Applicable Senior Lien on such Collateral is released.

(c) Each Secured Party holding Obligations secured by a Junior Lien hereby agrees that if it shall obtain possession of any of the Collateral subject to such Junior Lien, or shall realize any payment in respect of such Collateral (including as a result of any transfer of any Collateral or payment to such Secured Party by the holder of any obligation secured by a Lien that is junior or subordinate to such Junior Lien), in either case prior to the time when the Applicable Senior Obligations have been paid in full, then it shall hold such Collateral or payment in trust for the holders of the Applicable Senior Obligations and transfer such Collateral or payment, as the case may be, to the Applicable Senior Lien Collateral Agent. Each Secured Party holding Obligations secured by a Junior Lien agrees that if, at any time, all or part of any payment with respect to the Applicable Senior Obligations previously made is rescinded for any reason whatsoever, such Secured Party shall promptly pay over to the Applicable Senior Lien Collateral Agent any payment received by it in respect of the Collateral subject to such Junior Lien and shall promptly turn any Collateral subject to such Junior Lien then held by it over to the Applicable Senior Lien Collateral Agent, and the provisions set forth in this Agreement shall be reinstated as if such payment had not been made, until the payment and satisfaction in full of the Applicable Senior Obligations.

SECTION 9.03. *Consent to Priming of Junior Lien on ABL Facilities Collateral.* In consideration of and as a condition to the creation under Section 4.01(c) and under the Canadian Security Documents of the Junior Liens on the ABL Facilities Collateral to secure the Obligations, each Secured Party from time to time secured by such Junior Liens will be deemed to have agreed, and the Collateral Agent hereby agrees, on behalf of such Secured Party, that in the event a proceeding under the Bankruptcy

Code shall be commenced by or against the Company and the Company shall enter into an Acceptable Financing in such proceeding, such Junior Lien may, without any further action or consent by such Secured Party, be made junior and subordinated to Liens granted to secure such Acceptable Financing, subject to the granting and approval by the applicable bankruptcy court of adequate protection for the holders of the Obligations secured by such Junior Lien consisting of (a) the current monthly payment of an amount equal to post-petition interest, fees in respect of Letters of Credit (whether owed to any Lender or to any Issuing Bank) and facility fees, in each case at non-default rates, (b) the current payment of out-of-pocket expenses, including fees and disbursements of counsel and other professional fees and disbursements, of the Administrative Agent and the Collateral Agent and (c) a replacement lien on substantially all assets of the Company and the Domestic Subsidiaries (other than the assets of and Equity Interests in Goodyear Dunlop Tires North America, Ltd., its Subsidiaries and any other Consent Subsidiaries), subject only to the Liens securing such Acceptable Financing, Liens existing prior to the commencement of such proceeding, Applicable Senior Liens and Liens, if any, that are senior to the Liens securing such Acceptable Financing.

SECTION 9.04. *Consent to Subordination of Junior Liens to Certain Refinancing Indebtedness.* In consideration of and as a condition to the creation of each Junior Lien, each Secured Party from time to time secured by such Junior Lien will be deemed to have agreed, and the Collateral Agent hereby agrees, on behalf of such Secured Party, that in the event the obligations of any class secured by the Applicable Senior Liens are refinanced, replaced, renewed or extended, in whole or in part, in compliance with the covenants set forth in the Deposit-Funded Credit Agreement, such Junior Lien shall, without any further action or consent by such Secured Party, be junior and subordinated on the terms set forth herein to the Liens on the Collateral subject to such Junior Lien that are granted to secure such refinanced, replaced, renewed or extended obligations; *provided*, that nothing in this Section or elsewhere in this Agreement shall have the effect of subordinating any Junior Lien to any Lien securing Senior Subordinated-Lien Indebtedness, it being agreed that the Liens securing Senior Subordinated-Lien Indebtedness shall be junior and subordinate to the Liens securing the Obligations as and to the extent provided in the Lien Subordination and Intercreditor Agreement.

SECTION 9.05. *Applicability of Lien Subordination Provisions of Master Guarantee and Collateral Agreement.* Under Section 11.04 of the Master Guarantee and Collateral Agreement, in the event of the refinancing of the US Revolving Facility Obligations, all Liens that under the terms of the Master Guarantee and Collateral Agreement shall have been junior and subordinate to the Liens securing the US Revolving Facility Obligations (the "*Subordinate Liens*") are provided, without any further action or consent by any secured party, to be equally junior and subordinated to the Liens securing the refinancing obligations. It is the intent of the parties hereto that the Secured Parties shall benefit from the provisions of Section 11.04 of the Master Guarantee and Collateral Agreement to the full extent thereof, and that the Subordinate Liens shall be junior and subordinate to the Liens created hereunder and under the Other Security Documents as security for the Obligations on the terms set forth in Sections 11.01, 11.02, 11.03 and 11.04 of the Master Guarantee and Collateral Agreement. The

agreements set forth in Sections 9.01, 9.02, 9.03 and 9.04 of this Agreement are made in reliance on, and conditioned on the effectiveness as against the holders of obligations secured by the Subordinate Liens, and for the benefit of the Secured Parties, of, the corresponding agreements in Sections 11.01, 11.02, 11.03 and 11.04 of the Master Guarantee and Collateral Agreement.

ARTICLE X

Subordination of Intercompany Indebtedness

SECTION 10.01. *Subordination.* To the fullest extent permitted under law, the Company and each other Grantor and Guarantor hereby agrees that all Intercompany Indebtedness owed to it by any Intercompany Obligor is hereby expressly subordinated, to the extent and in the manner set forth in this Article X, to the payment in full in cash of all Obligations of such Intercompany Obligor.

SECTION 10.02. *Dissolution or Insolvency.* Upon any dissolution, winding up, liquidation or reorganization of any Intercompany Obligor, whether in bankruptcy, insolvency, reorganization, arrangement or receivership proceedings or otherwise, or upon any assignment for the benefit of creditors or any other marshalling of the assets and liabilities of any Intercompany Obligor, or otherwise:

(a) the Secured Parties shall, as between such Secured Parties and the Company or any other Grantor or Guarantor, first be entitled to receive payment in full in cash of the Obligations of such Intercompany Obligor in accordance with the terms of such Obligations before the Company or such Grantor or Guarantor shall be entitled to receive any payment on account of the Intercompany Indebtedness of such Intercompany Obligor, whether as principal, interest or otherwise; and

(b) any payment by, or distribution of the assets of, such Intercompany Obligor of any kind or character, whether in cash, property or securities, to which the Company or any other Grantor or Guarantor would be entitled except for the provisions of clause (a) above shall, upon receipt by the Company or such Grantor or Guarantor, be held in trust (or in a compte de sequestre, if applicable) for the applicable Secured Parties and, subject to the provisions of Article IX hereof and of Articles XI and XII of the Master Guarantee and Collateral Agreement, promptly paid or delivered directly to the Collateral Agent for the benefit of such Secured Parties to the extent necessary to make payment in full in cash of all such Obligations remaining unpaid, after giving effect to any concurrent payment or distribution to such Secured Parties in respect of such Obligations.

SECTION 10.03. *Subrogation.* Subject to (and only upon) the prior indefeasible payment in full in cash of all the Obligations of any Intercompany Obligor and to the provisions of the Master Guarantee and Collateral Agreement, the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such

Intercompany Obligor shall be subrogated to the rights of the applicable Secured Parties to receive payments or distributions in cash, property or securities applicable to such Obligations until all amounts owing on the Intercompany Indebtedness of such Intercompany Obligor shall be paid in full, and as between and among such Intercompany Obligor, its creditors (other than its Secured Parties) and the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor, no such payment or distribution made to the Secured Parties by virtue of this Agreement that otherwise would have been made to the Company or any other Grantor or Guarantor in respect of such Intercompany Indebtedness shall be deemed to be a payment by such Intercompany Obligor on account of such Intercompany Indebtedness.

SECTION 10.04. *Other Creditors.* Nothing contained in this Article is intended to or shall impair, as between and among any Intercompany Obligor, its creditors (other than the Secured Parties) and the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor, the obligations of such Intercompany Obligor to pay its Intercompany Indebtedness as and when the same shall become due and payable in accordance with the terms thereof, or affect the relative rights of the Company or any other Grantor or Guarantor holding Intercompany Indebtedness of such Intercompany Obligor and the creditors of such Intercompany Guarantor (other than the Secured Parties).

SECTION 10.05. *No Waiver.* No right of any Secured Party to enforce this Article shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of any of the Collateral Agent, the other Secured Parties, or any Intercompany Obligor, or by any noncompliance by any Intercompany Obligor with the terms, provisions and covenants contained in this Agreement, any Other Security Document or the Deposit-Funded Credit Agreement, and the Secured Parties are hereby expressly authorized to extend, renew, increase, decrease, modify or amend the terms of the Obligations or any security therefor, and to release, sell or exchange any such security and otherwise deal freely with any Intercompany Obligor, all without notice to or consent of the Company or any other Grantor or Guarantor and without affecting the liabilities and obligations of the parties hereto.

SECTION 10.06. *Obligations Hereunder Not Affected.* (a) All rights and interests of the Secured Parties under this Article, and all agreements and obligations of the Company and each other Grantor or Guarantor under this Article, shall remain in full force and effect irrespective of:

(i) any lack of validity or enforceability of the Deposit-Funded Credit Agreement;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or consent to departure from the Deposit-Funded Credit Agreement;

(iii) any exchange, release or nonperfection of any security interest in any Collateral, or any release or amendment or waiver of or consent to departure from any Guarantee, in respect of all or any of the Obligations; or

(iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Intercompany Obligor in respect of Obligations or of the Company or any Grantor or Guarantor in respect of the agreements contained in this Article.

(b) The agreements contained in this Article shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Obligations or any part thereof is rescinded or must otherwise be returned by any Secured Party upon the insolvency, bankruptcy or reorganization of any Intercompany Obligor or otherwise, all as though such payment had not been made.

(c) The Company and each Grantor and Guarantor hereby agree that the Secured Parties may, without affecting or impairing any of the obligations of the Company or such Grantor or Guarantor hereunder, from time to time to (i) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the Obligations or any part thereof and (ii) exercise or refrain from exercising any rights against any Intercompany Obligor or any other Person.

ARTICLE XI

Miscellaneous

SECTION 11.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be given as provided in the Deposit-Funded Credit Agreement. All communications and notices hereunder to any Grantor or Guarantor other than the Company shall be given to it in care of the Company as provided in the Deposit-Funded Credit Agreement.

SECTION 11.02. *Waivers; Amendment.* (a) No failure or delay by the Collateral Agent or any Secured Party in exercising any right or power hereunder or under any other Credit Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and the Secured Parties hereunder and under the other Credit Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Credit Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, no extension of credit under the Deposit-Funded Credit Agreement shall be construed as a waiver of any default hereunder, regardless of whether the Collateral

Agent or any Secured Party may have had notice or knowledge of such default at the time. No notice or demand on any Credit Party in any case shall entitle such Credit Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Credit Party or Credit Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required under the Deposit-Funded Credit Agreement.

SECTION 11.03. *Collateral Agent's Fees and Expenses; Indemnification.*

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in the Deposit-Funded Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Credit Documents, each Grantor and each Guarantor, to the fullest extent permitted under law, jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in the Deposit-Funded Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of the execution, delivery or performance of this Agreement or any agreement or instrument contemplated hereby or any claim, litigation, investigation or proceeding relating to any of the foregoing or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses shall have resulted from the gross negligence or wilful misconduct of such Indemnitee or from the breach of any of its obligations set forth in any Credit Document.

(c) The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Credit Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Credit Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 11.04. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Guarantor or Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 11.05. *Survival of Agreement.* All covenants, agreements, representations and warranties made by the Credit Parties in the Credit Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant

to this Agreement or any other Credit Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Credit Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Deposit-Funded Credit Agreement, and shall, subject to Section 11.13, continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Credit Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments under the Deposit-Funded Credit Agreement have not expired or terminated.

SECTION 11.06. *Counterparts; Effectiveness; Several Agreement.* This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in this Section. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Credit Party when a counterpart hereof executed on behalf of such Credit Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Credit Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Credit Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Credit Party shall have the right to assign or transfer its rights or obligations hereunder (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement. This Agreement shall be construed as a separate agreement with respect to each Credit Party and may be amended, modified, supplemented, waived or released with respect to any Credit Party without the approval of any other Credit Party and without affecting the obligations of any other Credit Party hereunder.

SECTION 11.07. *Severability.* Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11.08. *Right of Set-Off.* Without limitation to the provisions of Section 4.07, if an Event of Default shall have occurred and be continuing and the Loans shall have become due and payable pursuant to Article VII of the Deposit-Funded Credit Agreement, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and

other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Credit Party against any of and all the obligations of such Credit Party now or hereafter existing under this Agreement or any other Credit Document and owed to such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set-off) which such Lender may have.

SECTION 11.09. *Governing Law; Jurisdiction; Consent to Service of Process.* (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Credit Document shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Agreement or any other Credit Document in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Credit Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.01. Nothing in this Agreement or any other Credit Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 11.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO

(A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 11.11. *Headings.* Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 11.12. *Security Interest Absolute.* The pledges and security interests created hereby and by the Other Security Documents shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Deposit-Funded Credit Agreement, any other Credit Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Deposit-Funded Credit Agreement, any other Credit Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or Guarantor in respect of the Obligations or this Agreement.

SECTION 11.13. *Termination or Release.* (a) This Agreement and the Other Security Documents shall terminate and all pledges and security interests created hereunder and thereunder shall be automatically released when (i) the principal of all Loans, all accrued interest and fees and all other Obligations due and owing under the Deposit-Funded Credit Agreement have been paid in full, (ii) the Lenders have no further commitment to lend under the Deposit-Funded Credit Agreement, (iii) the LC Exposures under the Deposit-Funded Credit Agreement have been reduced to zero and (iv) the Issuing Banks under the Deposit-Funded Credit Agreement have no further obligation to issue Letters of Credit thereunder.

(b) A Subsidiary shall automatically be released from its obligations as a Grantor or Guarantor hereunder and under each Other Security Document, and all pledges hereunder or under any Other Security Document of and security interests created hereunder or under any Other Security Document in the Collateral of such Subsidiary shall be automatically released, upon the consummation of any transaction permitted by this Agreement and the Deposit-Funded Credit Agreement as a result of which such Subsidiary ceases to be a Subsidiary; *provided* that any consent to such transaction required by the Deposit-Funded Credit Agreement shall have been obtained and the terms of such consent shall not provide otherwise.

(c) Upon any sale or other transfer of any Collateral permitted under this Agreement and the Deposit-Funded Credit Agreement by any Grantor to any Person other than the Company or a Subsidiary, or upon the effectiveness of any written consent to the release of any pledge or security interest created hereby or by any Other Security Document in respect of any Collateral pursuant to and in accordance with the requirements of the Deposit-Funded Credit Agreement, all pledges hereunder or under any Other Security Document of and security interests created hereunder or under any Other Security Document in such Collateral shall be automatically released.

(d) At the time the Goodyear Venezuela Transaction is completed, all pledges hereunder or under any Other Security Document of and security interests created hereunder or under any Other Security Document in the Equity Interests of C.A. Goodyear de Venezuela sold by the Company to Goodyear do Brasil Productos de Borraca Ltda. in such transaction shall be automatically released.

(e) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d) above, the Collateral Agent shall execute and deliver to each applicable Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or representation or warranty by the Collateral Agent. Notwithstanding paragraph (b) or (c) above, in the case of any Lien on any Equity Interests in an entity organized under the laws of a jurisdiction outside the United States of America, such Lien shall not be released until the Collateral Agent executes and delivers to the applicable Grantor a written consent to such release. The Collateral Agent agrees to execute and deliver any such written consent required by the immediately preceding sentence that is requested by the applicable Grantor in connection with the consummation of any transaction permitted by this Agreement and the Credit Agreements.

SECTION 11.14. *Additional Grantors and Guarantors.* (a) Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in a form agreed to by the Collateral Agent and the Company (an "*Additional Subsidiary Agreement*"), such Subsidiary shall become a party hereto and a Grantor and a Guarantor hereunder to the extent set forth in such Additional Subsidiary Agreement and shall, to the extent applicable, guarantee and create pledges of and security interests in its assets to secure the Obligations with the same force and effect as if originally named as a Grantor or Guarantor herein. At the time any Subsidiary shall become a party to this Agreement as provided in the preceding sentence, the Schedules hereto shall be supplemented as appropriate to reflect the guarantees, pledges and security interests, as applicable, given or created by such Subsidiary, and such supplemented Schedules shall replace the Schedules that shall theretofore have been attached to this Agreement. The execution and delivery of any Additional Subsidiary Agreement and the amendment of the Schedules hereto as above provided shall not require the consent of any other Credit Party. The rights and obligations of each Credit Party shall remain in full force and effect notwithstanding the addition of any new Credit Party as a party to this Agreement.

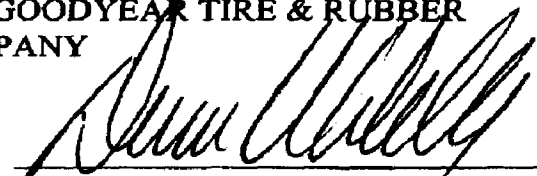
(b) Any Subsidiary that is a Guarantor may elect to become a Grantor at any time by delivering a certificate in substantially the form agreed to by the Collateral Agent and the Company or in such other form as may be reasonably required by the Collateral Agent. Any such election shall be effective immediately upon the delivery of such certificate. At the time any such election is made, the Schedules hereto shall be supplemented as appropriate to reflect the pledges and security interests given or created by such Subsidiary, and such supplemented Schedules shall replace the Schedules that shall theretofore have been attached to this Agreement. The execution and delivery of any certificate hereunder and the amendment of the Schedules hereto as above provided shall not require the consent of the Collateral Agent or any Credit Party. The rights and obligations of each Credit Party shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 11.15. *Collateral Agent Appointed Attorney-in-Fact.* Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof in each case upon the occurrence and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default under the Deposit-Funded Credit Agreement (but subject to any applicable provisions of Article IX), with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral of such Grantor or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent relating to the Collateral; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to

act hereunder, except for their own gross negligence or wilful misconduct or the breach of such Person of its obligations set forth herein.

THE GOODYEAR TIRE & RUBBER
COMPANY

by



Name: Darren R. Wells

Title: Vice President & Treasurer

JPMORGAN CHASE BANK, individually
and as Administrative Agent and Collateral
Agent,

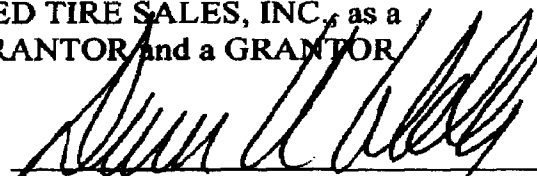
by

Name:

Title:

ALLIED TIRE SALES, INC., as a
GUARANTOR and a GRANTOR

by

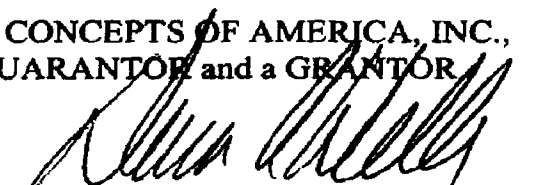


Name: Darren R. Wells

Title: Vice President

BELT CONCEPTS OF AMERICA, INC.,
as a GUARANTOR and a GRANTOR

by

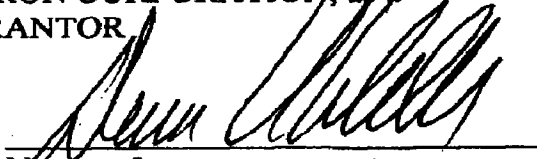


Name: Darren R. Wells

Title: Vice President

CELERON CORPORATION, as a
GUARANTOR

by



Name: Darren R. Wells

Title: Vice President

**THE GOODYEAR TIRE & RUBBER
COMPANY**


by

Name:
Title:

**JPMORGAN CHASE BANK, individually
and as Administrative Agent and Collateral
Agent,**

by

Name:
Title:


**G. STEVACK
VICE PRESIDENT**

**ALLIED TIRE SALES, INC., as a
GUARANTOR and a GRANTOR**

by

Name:
Title:

**BELT CONCEPTS OF AMERICA, INC.,
as a GUARANTOR and a GRANTOR**

by

Name:
Title:

**CELERON CORPORATION, as a
GUARANTOR**

by

Name:
Title:

**THE GOODYEAR TIRE & RUBBER
COMPANY**

by

Name:
Title:

**JPMORGAN CHASE BANK, individually
and as Administrative Agent and Collateral
Agent,**

by



Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

**ALLIED TIRE SALES, INC., as a
GUARANTOR and a GRANTOR**

by

Name:
Title:

**BELT CONCEPTS OF AMERICA, INC.,
as a GUARANTOR and a GRANTOR**

by

Name:
Title:

**CELERON CORPORATION, as a
GUARANTOR**

by

Name:
Title:

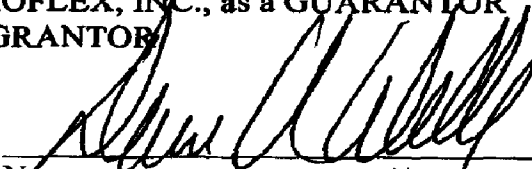
[NYCORP-2417309]

#3893 P.003

AUG.16.2004 18:12


COSMOFLEX, INC., as a GUARANTOR
and a GRANTOR

by


Name: Darren R. Wells
Title: Vice President

DAPPER TIRE CO., INC., as a
GUARANTOR and a GRANTOR

by


Name: Darren R. Wells
Title: Vice President

DIVESTED COMPANIES HOLDING
COMPANY, as a GUARANTOR and a
GRANTOR

by

Name:
Title:

by

Name:
Title:

DIVESTED LITCHFIELD PARK
PROPERTIES, INC., as a GUARANTOR
and a GRANTOR

by

Name:
Title:

by

Name:
Title:

[[NYCORP:2417389]]

COSMOFLEX, INC., as a GUARANTOR
and a GRANTOR

by

Name:
Title:

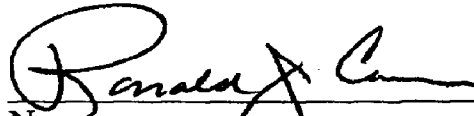
DAPPER TIRE CO., INC., as a
GUARANTOR and a GRANTOR

by

Name:
Title:

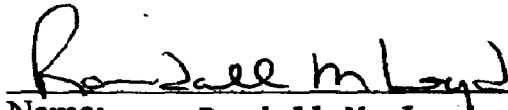
DIVESTED COMPANIES HOLDING
COMPANY, as a GUARANTOR and a
GRANTOR

by



Name: Ronald J. Carr
Title: Vice President

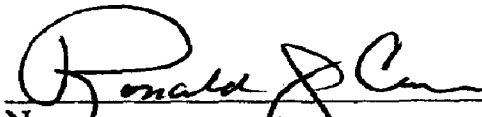
by



Name: Randall M. Loyd
Title: Vice President

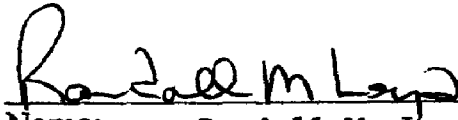
DIVESTED LITCHFIELD PARK
PROPERTIES, INC., as a GUARANTOR
and a GRANTOR

by



Name: Ronald J. Carr
Title: Vice President

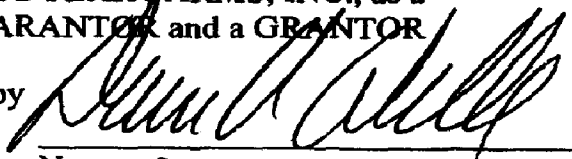
by



Name: Randall M. Loyd
Title: Vice President

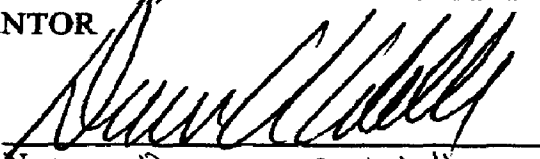
GOODYEAR FARMS, INC., as a
GUARANTOR and a GRANTOR

by


Name: Darren R. Wells
Title: Vice President

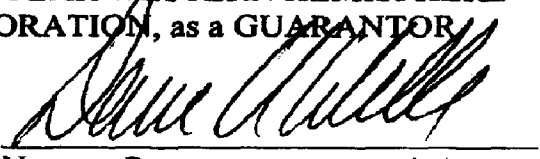
GOODYEAR INTERNATIONAL
CORPORATION, as a GUARANTOR and
a GRANTOR

by


Name: Darren R. Wells
Title: Vice President


GOODYEAR WESTERN HEMISPHERE
CORPORATION, as a GUARANTOR

by


Name: Darren R. Wells
Title: Vice President

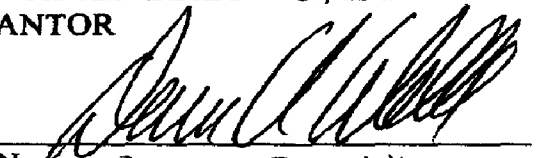
THE KELLY-SPRINGFIELD TIRE
CORPORATION, as a GUARANTOR and
a GRANTOR

by


Name: Darren R. Wells
Title: Vice President

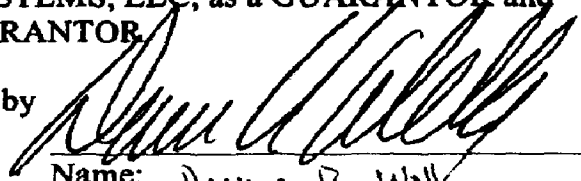
WHEEL ASSEMBLIES INC., as a
GUARANTOR

by


Name: Darren R. Wells
Title: Vice President

WINGFOOT COMMERCIAL TIRE
SYSTEMS, LLC, as a GUARANTOR and
a GRANTOR

by



Name: James R. Wells

Title: Vice President

WINGFOOT VENTURES EIGHT INC.,
as a GUARANTOR and a GRANTOR

by

Name:

Title:

GOODYEAR CANADA INC., as a
GUARANTOR and a GRANTOR

by

Name:

Title:

by

Name:

Title:

[[NYCORP:2417389]]

WINGFOOT COMMERCIAL TIRE
SYSTEMS, LLC, as a GUARANTOR and
a GRANTOR

by

Name:

Title:

WINGFOOT VENTURES EIGHT INC.,
as a GUARANTOR and a GRANTOR

by



Name: Ronald J. Carr

Title: Vice President

GOODYEAR CANADA INC., as a
GUARANTOR and a GRANTOR

by

Name:

Title:

by

Name:

Title:

WINGFOOT COMMERCIAL TIRE
SYSTEMS, LLC, as a GUARANTOR and
a GRANTOR

by

Name:
Title:

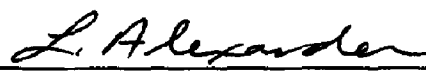
WINGFOOT VENTURES EIGHT INC.,
as a GUARANTOR and a GRANTOR

by

Name:
Title:


GOODYEAR CANADA INC., as a
GUARANTOR and a GRANTOR

by



Name: L.M. Alexander
Title: Vice President

by



Name: R.M. Hunter
Title: Assistant Secretary

[[NYCORP:2417389]]

TRADEMARK
REEL: 003045 FRAME: 0695

Aircraft

NAAO Airships

Model	Last Tail Number	Name	Serial Number	Location
GZ-20A	N1A	Stars & Stripes	4116	Pompano Beach, FL
GZ-20A	N10A *	Spirit of America	4117	Carson, CA
GZ-20A	N3A	Spirit of Goodyear	4118	Akron, OH
GZ-20A	N2A *	Unnamed	4119	Akron, OH
GZ-22	N4A *	Unnamed	4120	Akron, OH

Aircraft

Model	Registration Marks	Serial Number	Location
Canadair Model CL-600-2B16	N20G	5136	Akron, OH
Learjet Model 60	N22G	022	Akron, OH
Learjet Model 60	N24G	018	Akron, OH

Engines

Model	Serial Number	Location
General Electric Model CF 34-3A1	807074 807075	Akron, OH
Pratt & Whitney Model PW305	305151 305163 305178 305182	Akron, OH

* Currently not in service. Under repair and refurbishment for future use.

Foreign Pledge Agreements

None executed as of the Effective Date.

Mortgages

1. Amended and Restated Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 17, 2004 by and between the Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee and Collateral Agent for the Secured Parties, for certain improved real property and a leasehold interest as more fully described therein and located in or about Gadsden, Etowah County, Alabama (as such terms are defined in such Mortgage).
2. Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 17, 2004 by and between the Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee and Collateral Agent for the Secured Parties, for certain improved real property as more fully described therein and located in or about Topeka, Shawnee County, Kansas (as such terms are defined in such Mortgage).
3. Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 17, 2004 by and between The Kelly-Springfield Tire Corporation, as Grantor, and First American Title Insurance Company, having an office at 629 Green Valley Road, Suite 212, Greensboro, NC 27408, as Trustee, for the benefit of JPMorgan Chase Bank, as Beneficiary and Collateral Agent for the Secured Parties, for certain improved real property as more fully described therein and located in or about Fayetteville, Cumberland County, North Carolina (as such terms are defined in such Deed of Trust).
4. Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 17, 2004 by and between the Company, as Grantor, and First American Title Insurance Company having an office at 629 Green Valley Road, Suite 212, Greensboro, NC 27408, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary and Collateral Agent for the Secured Parties, for certain real property as more fully described therein and located at or about State Road 1503 in Caswell County, North Carolina (as such terms are defined in such Deed of Trust).
5. Amended and Restated Open-End Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 17, 2004 by and between the Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee and Collateral Agent for the Secured Parties, for certain improved real property as more fully described therein and located in or about Akron, Summit County, Ohio (as such terms are defined in such Mortgage).

6. Amended and Restated Mortgage with Power of Sale, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of August 17, 2004 by and between the Company, as Mortgagor, and JPMorgan Chase Bank, as Mortgagee and Collateral Agent for the Secured Parties, for certain improved real property as more fully described therein and located in or about Lawton, Comanche County, Oklahoma (as such terms are defined in such Mortgage).
7. Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement dated as of August 17, 2004 by and between the Company, as Grantor, and Mark A. Rosser, as Trustee for the benefit of JPMorgan Chase Bank, as Beneficiary and Collateral Agent for the Lenders, for certain improved real property as more fully described therein and located in or about Union City, Obion County, Tennessee (as such terms are defined in such Deed of Trust).
8. Amended and Restated Deed of Trust, Assignment of Leases and Rents, Security Agreement dated as of August 17, 2004 by and between the Company, as Grantor, and James DeBoer, a Virginia resident having an office at c/o First American Title Insurance Company, 1051 East Cary Street, Suite 1111, Richmond, Virginia 23219, as Trustee, for the benefit of JPMorgan Chase Bank, as Beneficiary and Collateral Agent for the Lenders, for certain improved real property as more fully described therein and located in or about Danville, Pittsylvania County, Virginia (as such terms are defined in such Deed of Trust).

FORM OF PERFECTION CERTIFICATE

Reference is made to (i) the Deposit-Funded Credit Agreement, dated as of August __, 2004 (the "Credit Agreement"), among The Goodyear Tire & Rubber Company (the "Company"), The lenders party thereto, BNP Paribas, as Syndication Agent, and JPMorgan Chase Bank, as Administrative Agent, and (ii) the Guaranty and Collateral Agreement, dated as of August __, 2004, among the Company, the Subsidiaries named therein and JPMorgan Chase Bank, as collateral agent (in such capacity, the "Collateral Agent") (the "Collateral Agreement"). Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement.

The undersigned, a Financial Officer and a legal officer, respectively, of the Borrower, hereby certify to the Administrative Agent and each other Secured Party, as follows:

1. Names. (a) Set forth below is the exact legal name of (i) each Subsidiary other than any Subsidiary that (A) is an Excluded Subsidiary, (B) is a Consent Subsidiary, or (C) has only nominal assets and no operations or (D) has consolidated assets not greater than \$10,000,000 as of September 30, 2003, or, if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of the Credit Agreements, and (ii) any other Grantor:

Domestic Subsidiaries

Allied Tire Sales, Inc.
 Belt Concepts of America, Inc.
 Cosmoflex, Inc.
 Dapper Tire Co., Inc.
 Divested Companies Holding Company
 Divested Litchfield Park Properties, Inc.
 Goodyear Canada Inc.
 Goodyear Farms, Inc.
 Goodyear International Corporation
 The Kelly-Springfield Tire Corporation
 Wingfoot Commercial Tire Systems, LLC
 Wingfoot Ventures Eight Inc.

(b) Set forth below is the exact legal name of each Subsidiary (other than Goodyear Canada Inc.) that (a) is not a Foreign Subsidiary, (b) has consolidated assets not greater than \$10,000,000, as of September 30, 2003, or, if later, as of the end of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or (b) of the Credit Agreement, and (c) is not a Consent Subsidiary or a Subsidiary with only nominal assets and no operations:

Celeron Corporation
 Goodyear Western Hemisphere Corporation
 Wheel Assemblies Inc.

(c) Schedule 1 hereto sets forth the legal name of each Consent Subsidiary.

(d) Set forth below is each legal name (other than the one provided in Section 1) that each Grantor has had in the five years preceding the Effective Date, together with the date of the relevant change:

None.

(e) The following is a list of all other names (including trade names or similar appellations) used by each Grantor in connection with the conduct of its business or the ownership of its properties at any time during the five years preceding the Effective Date:

<u>Grantor</u>	<u>Other Names</u>
The Goodyear Tire & Rubber Company	Atomic Tire and Auto Service Blue Streak Trading Company Cambridge Tire Car Care Centers Discount Tires El Campo Tire Gerard Tire & Auto Service Just Tires Mark C. Bloome Norton Tire & Auto Service Sam's Tire & Auto Service
Goodyear Canada Inc.	Goodyear Commercial Tire and Service Centre
Wingfoot Commercial Tire Systems, LLC	Treadco, Inc. The Goodyear Tire & Rubber Company d/b/a Goodyear Commercial Tire and Service Center and d/b/a Brad Ragan Tire & Service Brad Ragan, Inc. Piedmont Service Trucks (Spruce Pine, NC)

[Perfection Certificate]

(f) Set forth below is the organizational identification number, if any, as of the date hereof, issued by the jurisdiction of formation of each Grantor that is a registered organization:

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Organizational Identification Number</u>
Allied Tire Sales, Inc.	Florida	L06196
Belt Concepts of America, Inc.	Delaware	2338072
Cosmoflex, Inc.	Delaware	0791849
Dapper Tire Co., Inc.	California	C0365230
Divested Companies Holding Company	Delaware	2144561
Divested Litchfield Park Properties, Inc.	Arizona	0200630-3
Goodyear Canada Inc.	Ontario	1500914
Goodyear Farms, Inc.	Arizona	0029007-9
Goodyear International Corporation	Delaware	0129511
The Goodyear Tire & Rubber Company	Ohio	12127
The Kelly-Springfield Tire Corporation	Delaware	2338075
Wingfoot Commercial Tire Systems, LLC	Ohio	1182393
Wingfoot Ventures Eight Inc.	Delaware	2167469

(g) Set forth below is the US Federal Taxpayer Identification Number of each Grantor as of the date hereof:

<u>Grantor</u>	<u>Federal Taxpayer Identification Number</u>
Allied Tire Sales, Inc.	59-2967230
Belt Concepts of America, Inc.	56-1947316
Cosmoflex, Inc.	34-1130989
Dapper Tire Co., Inc.	95-2012142
Divested Companies Holding Company	51-0304855
Divested Litchfield Park Properties, Inc.	51-0304856
Goodyear Canada Inc.	N/A
Goodyear Farms, Inc.	86-0056985
Goodyear International Corporation	34-0253255
The Goodyear Tire & Rubber Company	34-0253240
The Kelly-Springfield Tire Corporation	31-1515120
Wingfoot Commercial Tire Systems, LLC	31-1735402
Wingfoot Ventures Eight Inc.	51-0319223

[Perfection Certificate]

2. Current Locations. (a) The chief executive office of each Grantor as of the date hereof is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>
Allied Tire Sales, Inc.	7001 Lake Ellenor Drive Suite 150 Orlando, FL 32809-5792	Orange
Belt Concepts of America, Inc.	605 North Pine St Spring Hope, NC 27882	Nash
Cosmoflex, Inc.	4142 Industrial Avenue Hannibal, MO 63401	Ralls
Dapper Tire Co., Inc.	4025 Lockridge St San Diego, CA 92102-4509	San Diego
Divested Companies Holding Company	1209 Orange St Wilmington, DE 19801	New Castle
Divested Litchfield Park Properties, Inc.	3225 North Central Ave Phoenix, AZ 85012	Maricopa
Goodyear Canada Inc.	450 Kipling Ave. Toronto, Ontario CANADA M8Z 5E1	N/A
Goodyear Farms, Inc.	3225 North Central Ave Phoenix, AZ 85012	Maricopa
Goodyear International Corporation	1144 East Market St. Akron, OH 44316-0001	Summit
The Goodyear Tire & Rubber Company	1144 East Market St Akron, OH 44316-0001	Summit
The Kelly-Springfield Tire Corporation	1144 East Market St. Akron, OH 44316-0001	Summit
Wingfoot Commercial Tire Systems, LLC	1000 South 21st Street Fort Smith, AR 72901	Sebastian
Wingfoot Ventures Eight Inc.	1105 North Market St Suite 1300 Wilmington, DE 19899	New Castle

3. Stock Ownership and other Equity Interests. Schedule 3A hereto is a true and correct list of all the Equity Interests in Subsidiaries (other than Excluded Equity Interests (as defined in the Collateral Agreement)) owned by any Grantor as of the date hereof and required to be pledged under the Guarantee and Collateral Agreement and the record and beneficial owners of such Equity Interests. Schedule 3B hereto is a true and correct list of all Excluded Equity Interests owned by any Grantor as of the date hereof.

4. Debt Instruments. Schedule 4 hereto is a true and correct list of all Instruments constituting Article 9 Collateral as of the date hereof and representing Indebtedness in excess of \$3,000,000.

[Perfection Certificate]

5. US Intellectual Property. Schedule 5(A) hereto sets forth information sufficient for filing in proper form with the United States Patent and Trademark Office, all of the Material Intellectual Property of each Grantor (other than Goodyear Canada, Inc.) consisting of U.S. Patents (as defined in the Collateral Agreement) and U.S. Trademarks (as defined in the Collateral Agreement), including the name of the registered or beneficial owner, the registration or patent number, and the registration date or date granted for each such Patent and Trademark owned by any such Grantor. Schedule 5(B) hereto sets forth information sufficient for filing in proper form with the United States Copyright Office, all of each Grantor's (other than Goodyear Canada, Inc.) Material Intellectual Property consisting of Copyrights (as defined in the Collateral Agreement), including the name of the registered owner, the registration number and the registration date of each Copyright owned by any such Grantor.

6. Canadian Intellectual Property. Schedule 6 hereto sets forth information sufficient for filing in proper form with the Canadian Intellectual Property Office, all of the Material Intellectual Property of each Grantor consisting of Canadian Trademarks, including the name of the registered or beneficial owner, the registration number, and the registration date or date granted for each such owned by any such Grantor.

7. Deposit Accounts. Schedule 7 hereto is a true and correct list of all Deposit Accounts that constitute Collateral as of the date hereof and are maintained by each Grantor, including the name of the depository institution, the type of account and the account number (with each Deposit Account which is not part of the Lockbox System indicated by an "N").

[Perfection Certificate]

IN WITNESS WHEREOF, the undersigned have duly executed this perfection certificate on this ____ day of _____, 2004.

THE GOODYEAR TIRE & RUBBER
COMPANY,

by

Name:

Title:

by

Name: C. Thomas Harvie

Title: Senior Vice President,
General Counsel & Secretary

[Perfection Certificate]

SCHEDULE 1

Consent Subsidiaries

- Goodyear Dunlop Tires North America, Ltd.
- Utica Converters Inc.
- Goodyear-SRI Global Purchasing Company
- Goodyear-SRI Global Technology LLC
- Goodyear Australia Pty Limited
- Goodyear Lastikleri Turk Anonim Sirketi
- Goodyear Dalian Tire Company Ltd.
- Goodyear South Asia Tyres Private Ltd
- Goodyear India Limited
- Goodyear Maroc S.A.

SCHEDULE 3A

Pledged Equity Interests

See Attached.

[Perfection Certificate]

SCHEDULE 3B

Excluded Equity Interests

[Perfection Certificate]

SCHEDULE 4

Debt Instruments

[Perfection Certificate]

SCHEDULE 5A

Material US Patents and Trademarks

[Perfection Certificate]

SCHEDULE 5B

Material US Copyrights

[Perfection Certificate]

SCHEDULE 6

Material Canadian Trademarks

[Perfection Certificate]

SCHEDULE 7

Deposit Accounts

[Perfection Certificate]