

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GPX International Tire Corporation		01/12/2010	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Maine Industrial Tire LLC
Street Address:	730 Eastern Avenue
City:	Malden
State/Country:	MASSACHUSETTS
Postal Code:	02148
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1591907	BISON
Registration Number:	1135099	BRAWLER
Registration Number:	1947740	CLASS V
Registration Number:	2100576	EUROSOFT
Registration Number:	0386436	INNACUSH
Registration Number:	1364372	ITL
Registration Number:	1045362	ITL INDUSTRIAL TIRES LTD.
Registration Number:	3452842	MAINETIRE
Registration Number:	3448667	MITL
Registration Number:	2703745	MPC
Registration Number:	2732919	MPR2
Registration Number:	2016666	MULTI-CLASS FORMULA MCF I II III IV
Registration Number:	1009120	PERMATHANE GOLD

OP \$465.00 1591907

**900153742**

**TRADEMARK  
 REEL: 004142 FRAME: 0376**

Registration Number:	1690066	SOFTSTANDARD
Registration Number:	1675791	SOFTUFF
Registration Number:	2990234	SOLID FLEX
Registration Number:	0718245	SRT
Registration Number:	3423893	THE INDESTRUCTIBLES

**CORRESPONDENCE DATA**

Fax Number: (617)345-9020  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-345-9000  
Email: tmdocket@haslaw.com  
Correspondent Name: Deborah L. Benson  
Address Line 1: 28 State Street  
Address Line 2: Hinckley, Allen & Snyder LLP  
Address Line 4: Boston, MASSACHUSETTS 02109-1775

NAME OF SUBMITTER:	Deborah L. Benson
Signature:	/Deborah L. Benson/
Date:	02/02/2010

Total Attachments: 3  
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## **TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT** is made as of the 12 day of January 2010, between GPX International Tire Corporation, a Massachusetts Corporation having a place of business at 730 Eastern Avenue, Malden, MA 02148, USA (the "Assignor") and Maine Industrial Tire LLC, a Delaware Limited Liability Company having an address of 730 Eastern Avenue, Malden, MA 02148, USA (the "Assignee").

**WHEREAS**, the Assignor is the owner in the United States of the trademarks listed in Schedule A (hereinafter the "Trademarks").

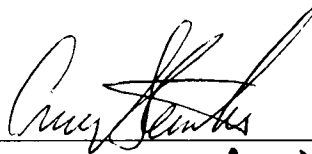
**WHEREAS**, the Assignor and the Assignee are parties to that certain Purchase and Sale Agreement, dated as of November 12, 2009 (the "Agreement"), pursuant to which the Assignor has agreed to assign to the Assignee all right, title, and interest in, to and under the Trademarks, together with all goodwill associated therewith and the Assignee has agreed to accept said assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Agreement and subject to the terms and conditions therein, the Assignor and Assignee, intending to be legally bound, agree as follows:


1. The Assignor hereby assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with all goodwill associated therewith, including all rights to sue, recover and retain damages and costs and attorneys' fees for past, present and future infringement(s) and/or dilution, or misappropriation of any of the foregoing.
2. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all documents as may be reasonably required to effect the terms of this Assignment and its recordation.
3. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR  
GPX International Tire Corporation

By:   
Name: \_\_\_\_\_  
Title: Craig A. Steinke  
CEO

ASSIGNEE  
Maine Industrial Tire LLC

By:   
Name: \_\_\_\_\_  
Title: Troy S. Kline  
president + COO

**SCHEDULE A**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>
BISON	1591907
BRAWLER	1135099
CLASS V	1947740
EUROSOFT	2100576
INNACUSH	386436
ITL	1364372
ITL INDUSTRIAL TIRES LIMITED & Design	1045362
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THE INDESTRUCTIBLES	3423893