

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384621

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE GOODYEAR TIRE & RUBBER COMPANY		05/16/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4494937	GOODYEAR	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	05/17/2016		
Total Attachments: 5			
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OP \$40.00 4494937

IP SECURITY AGREEMENT (this "Agreement"), dated as of May 16, 2016, by and between THE GOODYEAR TIRE & RUBBER COMPANY (the "Grantor"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Amended and Restated Second Lien Credit Agreement dated as of April 19, 2012, as amended by the First Amendment thereto dated as of June 16, 2015 (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders party thereto, the Collateral Agent and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), and (b) the Second Lien Guarantee and Collateral Agreement dated as of April 8, 2005, as reaffirmed and amended by the Reaffirmation Agreement dated as of April 20, 2007, among the Grantor, the subsidiaries of the Grantor identified therein, the Collateral Agent and the Administrative Agent, as further reaffirmed and amended by the Reaffirmation Agreement dated as of April 19, 2012, among the Grantor, the subsidiaries of the Grantor identified therein, the Collateral Agent and the Administrative Agent, and as further reaffirmed by the Reaffirmation Agreement dated as of June 16, 2015, among the Grantor, the subsidiaries of the Grantor identified therein, the Collateral Agent and the Administrative Agent (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, the subsidiaries of the Grantor identified therein and the Collateral Agent. The Lenders have extended credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit were conditioned upon, among other things, the execution and delivery of the Collateral Agreement. The Grantor derives substantial benefits from the extension of credit to the Grantor pursuant to the Credit Agreement and is willing to execute and deliver this Agreement as consideration for credit previously extended by the Lenders. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement, including the preamble and introductory paragraph hereto, and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant 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 of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (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 I hereto, as updated from time to time pursuant to Section 5.04(c) of the Collateral Agreement (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the goodwill associated with or symbolized by the Trademarks;

provided, however, that, notwithstanding any of the foregoing provisions of this Section 2, the Trademark Collateral shall not include Consent Assets.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. This Agreement shall terminate in accordance with the Collateral Agreement.

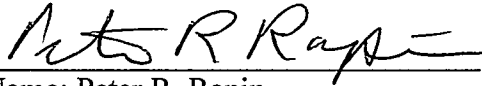
SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE GOODYEAR TIRE & RUBBER
COMPANY, as Grantor

by 

Name: Peter R. Rapin

Title: Vice President and Treasurer

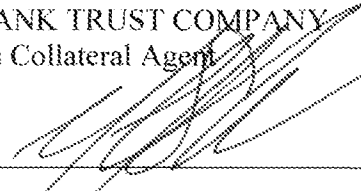
[Signature Page to the Second Lien IP Security Agreement]

[[3591307]]

TRADEMARK
REEL: 005795 FRAME: 0204

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

by


Name: Michael Shannon
Title: Vice President

by


Name: Peter Cucchiara
Title: Vice President

Schedule I
Trademarks

Trademark	Registration Number	Registration Date	Goods or Services
GOODYEAR	4494937	March 11, 2014	Tires

[3591307]