

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Am-Pac Tire Dist. Inc.		05/28/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77161065	AM-PAC	
CORRESPONDENCE DATA			
Fax Number:	(678)533-7787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.75		
NAME OF SUBMITTER:	Jonathan E. Bush		
Signature:	/JEB/		

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**TRADEMARK
 REEL: 004218 FRAME: 0362**

Date:

06/03/2010

Total Attachments: 7

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 28, 2010 is made by **AM-PAC TIRE DIST. INC.**, a California corporation (the "Grantor"), with offices at 12200 Herbert Wayne Court, Suite 150, Huntersville, North Carolina 28078, in favor of **BANK OF AMERICA, N.A.**, a national banking association, with offices at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as administrative agent and collateral agent (in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Fifth Amended and Restated Credit Agreement, dated as of May 28, 2010 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Tire Distributors, Inc., Am-Pac Tire Dist. Inc., American Tire Distributors Holdings, Inc. (collectively, the "Borrowers"), the Lenders, the Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, in connection with that certain Fourth Amended and Restated Loan and Security Agreement dated as of March 31, 2005, (as further amended, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), among American Tire Distributors, Inc., Am-Pac Tire Dist. Inc., the Agent under the Existing Credit Agreement, the financial institutions party thereto in their capacities as lenders (the "Existing Lenders"), and the other parties thereto, the Existing Lenders severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to (i) the Credit Agreement and (ii) the Amended and Restated Pledge and Security Agreement, dated as of May 28, 2010 (as further amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Borrowers in favor of the Agent, for the benefit of the Lenders, the parties have severally agreed to amend and restate the Existing Credit Agreement and the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein, and the parties have agreed to secure such extensions of credit with the collateral described in the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to, among other things, grant to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including, without limitation, the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, the Grantor assigns and grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AM-PAC TIRE DIST. INC., as Grantor

By: 
Name: J. Michael Gaither
Title: Vice President and Secretary

[Grant of Security Interest In Trademark Rights]

TRADEMARK
REEL: 004218 FRAME: 0366

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AM-PAC TIRE DIST. INC.

By: _____

Name:

Title:

BANK OF AMERICA, N.A.,
as Administrative Agent and Collateral Agent

By: Seth Benefield

Name: Seth Benefield

Title: SVP

STATE OF)
) ss
COUNTY OF)

On the 28th day of May, 2010, before me personally came J. Michael Gaither, who is personally known to me to be the Vice President and Secretary of AM-PAC TIRE DIST. INC., a California corporation; who, being duly sworn, did depose and say that she/he is the Vice President and Secretary in such corporation, the corporation described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MATTHEW McLAUGHLIN
Notary Public, State of New York
No. 01MC6176252
Qualified in New York County
Commission Expires Oct. 29, 2011

Matthew McLaughlin
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Grant of Security Interest In Trademark Rights]

TRADEMARK
REEL: 004218 FRAME: 0368

STATE OF)
) ss
COUNTY OF)

On the 28th day of May, 2010, before me personally came Seth Benefield, who is personally known to me to be the Sr. Vice President of **BANK OF AMERICA, N.A.**, a national banking association; who, being duly sworn, did depose and say that she/he is the Sr. Vice President in such association, the association described herein and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

ZARAH C ELLIOTT
NOTARY PUBLIC
DeKalb County - State of Georgia
My Comm. Expires June 7, 2013

Zarah C. Elliott
Notary Public **ZARAH C ELLIOTT**
NOTARY PUBLIC
DeKalb County - State of Georgia
My Comm. Expires June 7, 2013

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Ser. No Reg. No.	Status	Owner/Registrant
AM-PAC	77161065	Pending	Am-Pac Tire Dist. Inc.