

**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
American Tire Distributors, Inc.		05/28/2010	CORPORATION: DELAWARE

**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: 12**

Property Type	Number	Word Mark
Registration Number:	3216533	ATDSERVICEBAY
Registration Number:	3415784	ATDSERVICEBAY
Registration Number:	2372443	CARS ASK FOR US BY NAME.
Registration Number:	3489644	CRUISER ALLOY
Registration Number:	3406819	ENVIZIO
Registration Number:	3700735	EVOLVE YOUR RIDE
Registration Number:	3713864	O.E. PERFORMANCE
Registration Number:	3704089	O.E. PERFORMANCE
Registration Number:	3704090	O.E. PERFORMANCE
Registration Number:	3365163	WHEELENVIZIO.COM
Registration Number:	3302482	WINSTON TIRES
Serial Number:	77418698	AMERICAN TIRE DISTRIBUTORS

**CORRESPONDENCE DATA**

**900165203**

**TRADEMARK  
 REEL: 004229 FRAME: 0119**

**CH \$315.00 3216533**

Fax Number: (678)533-7787  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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/
Date:	06/21/2010

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 **AMERICAN TIRE DISTRIBUTORS, INC.**, a Delaware 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, in connection with the Existing Credit Agreement, the Grantor entered into that certain Trademark Security Agreement dated March 31, 2005 (the "Existing Trademark Security Agreement"), in favor of the Agent, which was recorded at the United States Patent and Trademark Office on April 6, 2005, at Reel/Frame 3085/0561;

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, (i) amend and restate the Existing Trademark Security Agreement and (ii) grant and re-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 and re-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.

AMERICAN TIRE DISTRIBUTORS, INC., as  
Grantor

By:   
Name: J. Michael Gaither  
Title: Executive Vice President, General Counsel  
and Secretary

[Grant of Security Interest In Trademark Rights]

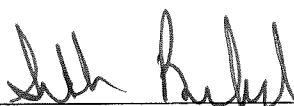
**TRADEMARK**  
**REEL: 004229 FRAME: 0123**

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.

**AMERICAN TIRE DISTRIBUTORS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

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

By:  \_\_\_\_\_  
Name: **Seth Benefield**  
Title: **Senior Vice President**

[Notice of Grant of Security Interest In Trademark Rights]

STATE OF )  
 ) ss  
COUNTY OF )

On the 28<sup>th</sup> day of May, 2010, before me personally came J. Michael Gaither, who is personally known to me to be the Executive Vice President, General Counsel and Secretary of AMERICAN TIRE DISTRIBUTORS, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President, General Counsel 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: 004229 FRAME: 0125**

STATE OF Georgia )  
 ) ss  
COUNTY OF Cobb )

On the 28 day of May, 2010, before me personally came Seth Benefield, who is personally known to me to be the Sr. Vice Pres. 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 Pres. 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.

Susan L. Farish  
Notary Public

<b>SUSAN L. FARISH</b> NOTARY PUBLIC Cobb County - State of Georgia My Comm. Expires Oct. 05, 2012
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(PLACE STAMP AND SEAL ABOVE)

[Notice of Grant of Security Interest In Trademark Rights]



## SCHEDULE A

### U.S. Trademark Registrations and Applications

Mark	Ser. No Reg. No.	Status	Owner/Registrant
AMERICAN TIRE DISTRIBUTORS	77418698	Pending	American Tire Distributors, Inc.
ATDSERVICEBAY	3216533	Registered	American Tire Distributors, Inc.
ATDSERVICEBAY	3415784	Registered	American Tire Distributors, Inc.
CARS ASK FOR US BY NAME	2372443	Registered	American Tire Distributors, Inc.
CRUISER ALLOY	3489644	Registered	American Tire Distributors, Inc.
ENVIZIO	3406819	Registered	American Tire Distributors, Inc.
EVOLVE YOUR RIDE	3700735	Registered	American Tire Distributors, Inc.
O.E. PERFORMANCE	3713864	Registered	American Tire Distributors, Inc.
O.E. PERFORMANCE & DESIGN	3704089	Registered	American Tire Distributors, Inc.
O.E. PERFORMANCE & DESIGN	3704090	Registered	American Tire Distributors, Inc.
WHEELENVIZIO.COM	3365163	Registered	American Tire Distributors, Inc.
WINSTON TIRES & Design	3302482	Registered	American Tire Distributors, Inc.