

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
Itochu International Inc.		12/18/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	American Tire Distributors, Inc.		
Street Address:	12200 Herbert Wayne Court		
Internal Address:	Suite 150		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28070-3145		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1887070	CAPITOL	
Registration Number:	3071313	NEGOTIATOR	
CORRESPONDENCE DATA			
Fax Number:	(212)277-6501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212)277-6500		
Email:	ipdocketing-ny@dicksteinshapiro.com		
Correspondent Name:	Clark W. Lackert		
Address Line 1:	Dickstein Shapiro LLP		
Address Line 2:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019-6708		
ATTORNEY DOCKET NUMBER:	A1541.0001		
NAME OF SUBMITTER:	Clark W. Lackert		

OP \$65.00 1887070

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**TRADEMARK
 REEL: 004447 FRAME: 0951**

Signature:	/Clark W. Lackert/
Date:	01/06/2011
Total Attachments: 4 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is entered into as of December 18, 2010 (the "*Effective Date*") by and between **Itochu International Inc.**, a New York corporation (the "*Assignor*"), and **American Tire Distributors, Inc.**, a Delaware corporation (the "*Assignee*"). Assignor and Assignee are each referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Assignor is the owner of the trademarks listed in Exhibit A attached hereto (the "*Marks*") and the goodwill associated therewith in the jurisdictions in which the Marks are registered;

WHEREAS, pursuant to that certain Supply Agreement entered into as of December 18, 2008 by and between ITR USA, Inc. and Assignor on the one hand, and ATD, on the other hand, Assignor has agreed to assign to Assignee all right, title and interest in and to the Marks, together with all the goodwill associated therewith in the jurisdictions in which the Marks are registered, upon the terms and conditions set forth therein; and

WHEREAS, Assignor and Assignee have agreed to enter into this Agreement as evidence of Assignor's assignment of its right, title and interest in and to the Marks pursuant to the Supply Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. As of the date hereof (the "*Effective Date*"), Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest in and to the Marks, together with all the goodwill associated therewith in the jurisdictions in which the Marks are registered, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2. Representations and Warranties Regarding the Marks. Assignor represents and warrants to Assignee, as of the Effective Date, that (a) Assignor is the sole legal and beneficial owner of all right, title, and interest in the Marks and all goodwill associated therewith in the jurisdictions in which the Marks are registered; and (b) the Marks are free and clear of any lien, mortgage, charge, claim, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership. The representations and warranties made in clause (a) of this section shall survive and remain in full force and effect indefinitely and the representations and warranties made in clause (b) of this section shall survive until the first anniversary of the Effective Date, at which time the representations and warranties made in clause (b) shall terminate. Any action based on a breach of representations and warranties made in clause (b) of this section must be brought on or before the first anniversary of the Effective Date or forever be barred, regardless of whether a longer statute of limitations may exist by law.

3. Further Assurances. Assignor further agrees to execute all documents and do all such other things as may be necessary or reasonably appropriate to confirm the sale, assignment, transfer and conveyance of the Marks, together with all the goodwill associated therewith in the

jurisdictions in which the Marks are registered, to Assignee; *provided, however*, that Assignor shall not be required to pay any filing fees or other amounts payable to any governmental authorities in connection with effecting the sale, assignment, transfer and conveyance of the Marks or the filing and/or recordation of any documents or instruments related thereto.

4. Power of Attorney. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of Assignee and its successors and assigns, to demand and receive any and all of the Marks and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Marks, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Marks which Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by dissolution of Assignor or in any manner or for any reason whatsoever.


5. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

ITOCHU INTERNATIONAL INC.

By: 
Shinjiro Tanaka
Senior Vice President and General
Manager, Chemicals, Forest Products and
General Merchandise

ASSIGNEE:

AMERICAN TIRE DISTRIBUTORS, INC.

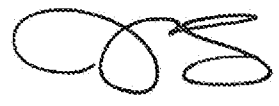
By: 
J. Michael Gaither, Executive Vice President,
General Counsel
and Secretary

EXHIBIT A

MARKS

MARK	COUNTRY	REG. SER. NUMBER
CAPITOL	United States	1887070
NEGOTIATOR	United States	3071313
CAPITOL	Canada	TMA412434
NEGOTIATOR	Canada	TMA709926