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
The Hercules Tire & Rubber Company		01/31/2014	CORPORATION: CONNECTICUT

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: 42

Property Type	Number	Word Mark
Serial Number:	86014955	TERRA TRAC CROSS-V
Registration Number:	2070258	AGRIMAC
Registration Number:	3073522	ALL COUNTRY
Registration Number:	3410480	BLACK LABEL
Registration Number:	1132666	ELECTRA
Registration Number:	3410481	GOLD LABEL
Registration Number:	0771896	H
Registration Number:	0813014	H.D.T.L.
Registration Number:	0713519	HERCULES
Registration Number:	0893739	HERCUMILE
Registration Number:	3325890	ICE MASTER
Registration Number:	1715482	MERIT
Registration Number:	2398388	MERIT ALL COUNTRY LXT

CH $1065.00 86014955

Registration Number:	2134860	MR
Registration Number:	1802671	MRX PLUS IV
Registration Number:	2394940	POLAR TRAX
Registration Number:	3482180	ROAD FORCE
Registration Number:	1015747	S SUPERIOR TIRES
Registration Number:	2091937	SIGNET
Registration Number:	1749007	TDW TIRE DEALER'S WAREHOUSE
Registration Number:	2482486	TERRA TRAC
Registration Number:	2089703	TERRA TRAC TOURING LTD.
Registration Number:	1282370	TRAIL DIGGER
Registration Number:	2254918	ULTRA PLUS IV
Registration Number:	0782857	ULTRAPREME
Registration Number:	3356203	SUPER EXPRESS
Registration Number:	3310895	HERCULES TIRE INTERNATIONAL
Registration Number:	3491397	ALL TRAC
Registration Number:	3532134	RAPTIS
Registration Number:	3449339	H HERCULES TIRE
Registration Number:	3644451	R-FORCE
Registration Number:	3505165	RIDE ON OUR STRENGTH
Registration Number:	3508541	H HERCULES TIRE
Registration Number:	3946628	BLACKHAWK
Registration Number:	3804091	MERIT MYSTIC CRI
Registration Number:	3717939	TDWONLINE.NET
Registration Number:	3929447	HERCULES POWER CV
Registration Number:	3938615	IRONMAN IMAGE
Registration Number:	3884077	TOUR 4.0
Registration Number:	4056891	ROADTOUR
Registration Number:	3932475	IRONMAN IMOVE
Registration Number:	4444826	ECO FT

CORRESPONDENCE DATA

Fax Number: 4045228409

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHRD
Address Line 1:	285 Peachtree Center Avenue
Address Line 2:	1500 Marquis Two Tower
Address Line 4:	Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-101 AMERICAN TIRE
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ban/
Date:	02/04/2014

Total Attachments: 6
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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 January 31, 2014, is made by **THE HERCULES TIRE & RUBBER COMPANY**, a Connecticut corporation (the "Grantor"), with offices at 16380 East US Route 224, Suite 220, Findlay, Ohio 45840, 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 Sixth Amended and Restated Credit Agreement, dated as of November 30, 2012, as amended by the First Amendment to Sixth Amended and Restated Credit Agreement dated as of March 22, 2013, as further amended by the Second Amendment to Sixth Amended and Restated Credit Agreement dated January 31, 2014 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Tire Distributors, Inc., a Delaware corporation (the "Company"), American Tire Distributors Holdings, Inc., a Delaware corporation ("Holdings"), Trican Tire Distributors Inc. / Distributeurs de Pneus Trican Inc., a corporation organized under the laws of Canada, each subsidiary of the Company from time to time party thereto, the Lenders parties thereto, and the Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, 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 Second Amended and Restated Pledge and Security Agreement, dated as of November 30, 2012 (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;

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 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 the following pages.]

TRADEMARK
REEL: 005207 FRAME: 0699

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.

THE HERCULES TIRE & RUBBER COMPANY

By: _____

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

STATE OF New York)
)
COUNTY OF New York ss

On the 21st day of January, 2014, before me personally came J. Michael Gaither who is personally known to me to be the Vice President + Secretary of The Hercules Tire & Rubber Company, a Connecticut corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Vice President + 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.

Mary Ann Foerth
Notary Public

MARYANN FOERTH
NOTARY PUBLIC State of New York
No. 01FO4910390
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Oct. 26, 2017

(PLACE STAMP AND SEAL ABOVE)

[Signatures continue on following page.]

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

By: _____
Seth Benefield, Senior Vice President

STATE OF Georgia
)
COUNTY OF Cobb) ss

On the 24 day of January, 2014, before me personally came Seth Benefield, who is personally known to me to be the Senior 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 Senior 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 of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Adelaide Etson Bright
Notary Public

ADELAIDE ETSON BRIGHT
(PLACE STAMP AND SEAL ABOVE)
Fulton County - State of Georgia
My Comm. Expires June 28, 2014

SCHEDULE A

U.S. Trademark Registrations and Applications

The Hercules Tire & Rubber Company

Ref. No.	Country	Mark	Status	Application #	File Date	Registration #	Registration Date
216940 - 344175	United States	TERRA TRAC CROSS V	Pending	86/014,955	07/19/2013		
216940-101367	United States	AGRIMAC	Registered	74/592,812	10/31/1994	2,070,258	06/10/1997
216940-101368	United States	ALL COUNTRY	Registered	78/603,203	04/06/2005	3,073,522	03/28/2006
216940-101381	United States	BLACK LABEL	Registered	78/677,621	07/25/2005	3,410,480	04/08/2008
216940-101400	United States	ELECTRA	Registered	73/174,619	06/15/1978	1,132,666	04/08/1980
216940-101421	United States	GOLD LABEL	Registered	78/677,638	07/25/2005	3,410,481	04/08/2008
216940-101425	United States	H & DESIGN	Registered	72/175,110	08/15/1963	771,896	06/23/1964
216940-101427	United States	H.D.T.L.	Registered	72/211,435	02/05/1965	813,014	08/16/1966
216940-101489	United States	HERCULES	Registered	72/072,796	05/04/1959	713,519	04/04/1961
216940-101500	United States	HERCUMILE	Registered	72/337,043	09/04/1969	893,739	06/30/1970
216940-101502	United States	ICE MASTER	Registered	78/534,355	12/17/2004	3,325,890	10/30/2007
216940-101544	United States	MERIT	Registered	74/221,709	11/15/1991	1,715,482	09/15/1992
216940-101550	United States	MERIT ALL COUNTRY LXT	Registered	75/480,521	05/06/1998	2,398,388	10/24/2000
216940-101577	United States	MR	Registered	75/021,185	11/20/1995	2,134,860	02/03/1998
216940-101580	United States	MRX PLUS IV	Registered	74/312,719	09/11/1992	1,802,671	11/02/1993
216940-101587	United States	POLAR TRAX	Registered	75/637,231	02/09/1999	2,394,940	10/17/2000
216940-101596	United States	ROAD FORCE	Registered	78/714,648	09/16/2005	3,482,180	08/05/2008
216940-101597	United States	S SUPERIOR TIRES & DESIGN	Registered	73/014,097	02/22/1974	1,015,747	07/15/1975
216940-101600	United States	SIGNET	Registered	75/000,028	10/02/1995	2,091,937	08/26/1997
216940-101617	United States	TDW TIRE DEALER'S WAREHOUSE & DESIGN	Registered	74/175,356	06/12/1991	1,749,007	01/26/1993
216940-101619	United States	TERRA TRAC	Registered	76/142,535	10/10/2000	2,482,486	08/28/2001
216940-101621	United States	TERRA TRAC TOURING LTD.	Registered	74/704,218	07/21/1995	2,089,703	08/19/1997
216940-101639	United States	TRAIL DIGGER	Registered	73/425,937	05/16/1983	1,282,370	06/19/1984
216940-101647	United States	ULTRA PLUS IV	Registered	75/356,841	09/15/1997	2,254,918	06/22/1999
216940-	United States	ULTRAPREME	Registered	72/184,379	01/10/1964	782,857	01/05/1965

101648							
216940-103730	United States	SUPER EXPRESS	Registered	78/822,947	02/24/2006	3,356,203	12/18/2007
216940-109064	United States	HERCULES TIRE INTERNATIONAL	Registered	77/068,689	12/20/2006	3,310,895	10/16/2007
216940-112656	United States	ALL TRAC	Registered	77/236,084	07/23/2007	3,491,397	08/26/2008
216940-114447	United States	RAPTIS	Registered	77/307,311	10/18/2007	3,532,134	11/11/2008
216940-115132	United States	H HERCULES TIRE & DESIGN	Registered	77/339,242	11/28/2007	3,449,339	06/17/2008
216940-115132	United States	H HERCULES TIRE & DESIGN	Registered	77/339,242	11/28/2007	3,449,339	06/17/2008
216940-116438	United States	R-FORCE	Registered	77/403,851	02/22/2008	3,644,451	06/23/2009
216940-116717	United States	RIDE ON OUR STRENGTH	Registered	77/422,475	03/14/2008	3,505,165	09/23/2008
216940-116721	United States	H HERCULES TIRE & STRONGMAN DESIGN VERTICAL	Registered	77/422,539	03/14/2008	3,508,541	09/30/2008
216940-118879	United States	BLACKHAWK (Re-file of 101383)	Registered	77/528,028	07/22/2008	3,946,628	04/19/2011
216940-122204	United States	MERIT MYSTIC CRI	Registered	77/626,547	12/04/2008	3,804,091	06/15/2010
216940-124311	United States	TDWONLINE.NET & DESIGN	Registered	77/690,746	03/13/2009	3,717,939	12/01/2009
216940-127800	United States	HERCULES POWER CV	Registered	77/807,258	08/18/2009	3,929,447	03/08/2011
216940-127801	United States	IRONMAN iMAGE	Registered	77/807,217	08/18/2009	3,938,615	03/29/2011
216940-128565	United States	TOUR 4.0	Registered	77/839,967	10/02/2009	3,884,077	11/30/2010
216940-129933	United States	ROADTOUR	Registered	77/903,142	12/30/2009	4,056,891	11/15/2011
216940-130366	United States	IRONMAN iMOVE	Registered	77/930,231	02/08/2010	3,932,475	03/15/2011
216940-330855	United States	ECO FT	Registered	85/704,193	08/15/2012	4,444,826	12/03/2013