

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Tire Distributors, Inc.		03/28/2014	CORPORATION: DELAWARE
Am-Pac Tire Dist. Inc.		03/28/2014	CORPORATION: CALIFORNIA
The Hercules Tire & Rubber Company		03/28/2014	CORPORATION: CONNECTICUT
Terry's Tire Town, Inc.		03/28/2014	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	100 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 95</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4469168	ATDCONNECT	
<b>Registration Number:</b>	4302414	REGUL	
<b>Registration Number:</b>	4028814	TREAD TOWN	
<b>Registration Number:</b>	3302482	WINSTON TIRES	
<b>Registration Number:</b>	3406819	ENVIZIO	
<b>Registration Number:</b>	3308837	WHEEL WIZARD ENVIZIO	
<b>Registration Number:</b>	3216533	ATDSERVICEBAY	
<b>Registration Number:</b>	3415784	ATDSERVICEBAY	
<b>Registration Number:</b>	3188225	ATDONLINE	
<b>Registration Number:</b>	3386225	DRIFZ	
<b>Registration Number:</b>	3024766	AMERICAN TIRE DISTRIBUTORS	
<b>Registration Number:</b>	3146443	ATD	
<b>Registration Number:</b>	3998612		
<b>Registration Number:</b>	3795182	TIREBUYER.COM	
<b>Registration Number:</b>	3795181	TIREBUYER.COM	
<b>Registration Number:</b>	3894313	1 ONE ATD	
<b>TRADEMARK</b>			

CH \$2390.00 4469168

Property Type	Number	Word Mark
Registration Number:	3704090	O.E. PERFORMANCE
Registration Number:	3713864	O.E. PERFORMANCE
Registration Number:	3704089	O.E. PERFORMANCE
Registration Number:	4284277	AMERICAN TIRE DISTRIBUTORS
Registration Number:	3700735	EVOLVE YOUR RIDE
Registration Number:	3365163	WHEELENVIZIO.COM
Registration Number:	3489644	CRUISER ALLOY
Registration Number:	3071313	NEGOTIATOR
Registration Number:	2173352	HEAFNET
Registration Number:	2084592	REGUL QUESTA
Registration Number:	2013348	PACER
Registration Number:	1982061	DYNATRAC
Registration Number:	1884613	MAGNUM
Registration Number:	1835379	ICW
Registration Number:	1818444	PACER
Registration Number:	1887070	CAPITOL
Registration Number:	1522166	AMERICAN TIRE DISTRIBUTORS
Registration Number:	1407619	REGUL
Registration Number:	1331956	TRAK 'N' BLAZER
Registration Number:	1327370	AUTOMINDER
Registration Number:	1026159	WINNER
Registration Number:	0974610	ITCO
Registration Number:	3956363	AM-PAC
Registration Number:	4444826	ECO FT
Registration Number:	3482180	ROAD FORCE
Registration Number:	3356203	SUPER EXPRESS
Registration Number:	3073522	ALL COUNTRY
Registration Number:	3410481	GOLD LABEL
Registration Number:	3410480	BLACK LABEL
Registration Number:	3325890	ICE MASTER
Registration Number:	4056891	ROADTOUR
Registration Number:	3932475	IRONMAN IMOVE
Registration Number:	3884077	TOUR 4.0
Registration Number:	3929447	HERCULES POWER CV
Registration Number:	3938615	IRONMAN IMAGE
Registration Number:	3717939	TDWONLINE.NET
Registration Number:	3804091	MERIT MYSTIC CRI
Registration Number:	3946628	BLACKHAWK
Registration Number:	3505165	RIDE ON OUR STRENGTH

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3532134	RAPTIS
Registration Number:	3508541	H HERCULES TIRE
Registration Number:	3491397	ALL TRAC
Registration Number:	3449339	H HERCULES TIRE
Registration Number:	3310895	HERCULES TIRE INTERNATIONAL
Registration Number:	3644451	R-FORCE
Registration Number:	2482486	TERRA TRAC
Registration Number:	2394940	POLAR TRAX
Registration Number:	2398388	MERIT ALL COUNTRY LXT
Registration Number:	2254918	ULTRA PLUS IV
Registration Number:	2134860	MR
Registration Number:	2091937	SIGNET
Registration Number:	1802671	MRX PLUS IV
Registration Number:	1749007	TDW TIRE DEALER'S WAREHOUSE
Registration Number:	1715482	MERIT
Registration Number:	2089703	TERRA TRAC TOURING LTD.
Registration Number:	1752428	MEGA TR
Registration Number:	1728695	CARMERICA
Registration Number:	1693532	CARMERICA
Registration Number:	1282370	TRAIL DIGGER
Registration Number:	1132666	ELECTRA
Registration Number:	1015747	S SUPERIOR TIRES
Registration Number:	0771896	H
Registration Number:	0893739	HERCUMILE
Registration Number:	0813014	H.D.T.L.
Registration Number:	0782857	ULTRAPREME
Registration Number:	0713519	HERCULES
Registration Number:	3584563	NORTHCOAST TRUCK.COM
Registration Number:	2640219	ONE PRICE DOES IT ALL
Registration Number:	3584562	NORTHCOAST TUNER.COM
Serial Number:	86107218	ATD ONLINE
Serial Number:	85842700	MILES AHEAD
Serial Number:	85821446	BUY SMART. DRIVE SAFE.
Serial Number:	85821393	TIRE BUYER.COM
Serial Number:	85821433	TIRE BUYER
Serial Number:	85849099	ATD AMERICAN TIRE DISTRIBUTORS MILES AHE
Serial Number:	85854501	ATD
Serial Number:	85849087	ATD AMERICAN TIRE DISTRIBUTORS
Serial Number:	86014955	TERRA TRAC CROSS-V

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	77831790	TIRETEAM

**CORRESPONDENCE DATA**

**Fax Number:** 2128594000

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

**Phone:** 212-859-8000

**Email:** teas@ffhsj.com,jason.greenberg@friedfrank.com

**Correspondent Name:** Jason Greenberg

**Address Line 1:** One New York Plaza

**Address Line 2:** Fried Frank LLP

**Address Line 4:** New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	33748-48 (GREENBERG)
<b>NAME OF SUBMITTER:</b>	Jason Greenberg
<b>SIGNATURE:</b>	/JG/
<b>DATE SIGNED:</b>	03/31/2014

**Total Attachments: 10**

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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement") dated as of March 28, 2014 is made by **AMERICAN TIRE DISTRIBUTORS, INC.** (the "Borrower"), a Delaware corporation, with offices at 12200 Herbert Wayne Court, Suite 150, Huntersville, North Carolina 28078, **AM-PAC TIRE DIST. INC.** ("Am-Pac"), a California corporation with offices at 12200 Herbert Wayne Court, Suite 150, Huntersville, North Carolina 28078, **THE HERCULES TIRE & RUBBER COMPANY** ("Hercules"), a Connecticut corporation, with offices at 16380 East U.S. Route 224, Suite 200, Findlay, Ohio 45840, and **TERRY'S TIRE TOWN, INC.** ("Terry's"), an Ohio corporation, with offices at 2360 West Main Street, Alliance, Ohio 44601 (the Borrower, Am-Pac, Hercules and Terry's, collectively, the "Grantors") in favor of **BANK OF AMERICA, N.A.**, a national banking association, with offices at 100 N. Tryon Street, Charlotte, North Carolina, 28255, as Administrative Agent and Term Collateral Agent (in such capacity, the "Agent") for the Secured Parties, in accordance with the Credit Agreement dated as of March 28, 2014 (as amended, restated, amended and restated, refinanced, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among American Tire Distributors Holdings, Inc., the Borrower, the Grantors from time to time party thereto, the Agent and the Lenders from time to time party thereto.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Borrower has obtained from the Agent and the Lenders the Initial Term Loans (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of March 28, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to 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 Grantors have 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 the Initial Term Loans, and to secure the Secured Obligations, the Grantors agree, 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 Grantors assign and grant 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 Term Obligations, a security interest in all of their right, title and interest in, to and under the Grantors' Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties 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 and Secretary

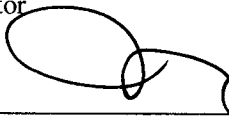
**AM-PACT TIRE DIST. INC.,**  
as Grantor

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

**THE HERCULES TIRE & RUBBER COMPANY,**  
as Grantor

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

**TERRY'S TIRE TOWN, INC.,**  
as Grantor

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

[Grant of Security Interest in Trademark Rights]

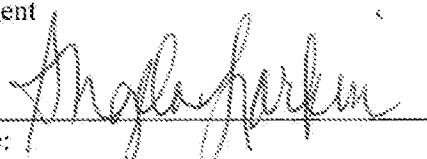
BANK OF AMERICA, N.A.,

as Agent

By:

Name:

Title:










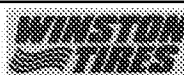
Angela Larigh  
Assistant Vice President

[Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 005246 FRAME: 0938**








## Trademark Registrations and Applications

Trademark	Owner/Applicant	Federal Application/ Registration No.
	American Tire Distributors, Inc.	86107218
MILES AHEAD	American Tire Distributors, Inc.	85842700
BUY SMART. DRIVE SAFE.	American Tire Distributors, Inc.	85821446
ATDCONNECT	American Tire Distributors, Inc.	4469168
	American Tire Distributors, Inc.	85821393
	American Tire Distributors, Inc.	85821433
	American Tire Distributors, Inc.	85849099
	American Tire Distributors, Inc.	85854501
	American Tire Distributors, Inc.	85849087
REGUL	American Tire Distributors, Inc.	4302414
	American Tire Distributors, Inc.	4028814
	American Tire Distributors, Inc.	3302482
ENVIZIO	American Tire Distributors, Inc.	3406819
WHEEL WIZARD ENVIZIO	American Tire Distributors, Inc.	3308837
ATDServiceBAY	American Tire Distributors, Inc.	3216533
ATDServiceBAY	American Tire Distributors, Inc.	3415784
ATDONLINE	American Tire Distributors, Inc.	3188225
DRIFZ	American Tire Distributors, Inc.	3386225




## Trademark Registrations and Applications

Trademark	Owner/Applicant	Federal Application/ Registration No.
	American Tire Distributors, Inc.	3024766
ATD	American Tire Distributors, Inc.	3146443
	American Tire Distributors, Inc.	3998612
	American Tire Distributors, Inc.	3795182
	American Tire Distributors, Inc.	3795181
	American Tire Distributors, Inc.	3894313
	American Tire Distributors, Inc.	3704090
O.E. PERFORMANCE	American Tire Distributors, Inc.	3713864
	American Tire Distributors, Inc.	3704089
AMERICAN TIRE DISTRIBUTORS	American Tire Distributors, Inc.	4284277
EVOLVE YOUR RIDE	American Tire Distributors, Inc.	3700735
WHEELENVIZIO.COM	American Tire Distributors, Inc.	3365163
CRUISER ALLOY	American Tire Distributors, Inc.	3489644
NEGOTIATOR	American Tire Distributors, Inc.	3071313
HEAFNET	American Tire Distributors, Inc.	2173352




## Trademark Registrations and Applications

Trademark	Owner/Applicant	Federal Application/ Registration No.
REGUL QUESTA	American Tire Distributors, Inc.	2084592
PACER	American Tire Distributors, Inc.	2013348
DYNATRAC	American Tire Distributors, Inc.	1982061
MAGNUM	American Tire Distributors, Inc.	1884613
ICW	American Tire Distributors, Inc.	1835379
PACER	American Tire Distributors, Inc.	1818444
CAPITOL	American Tire Distributors, Inc.	1887070
	American Tire Distributors, Inc.	1522166
	American Tire Distributors, Inc.	1407619
TRAK 'N' BLAZER	American Tire Distributors, Inc.	1331956
	American Tire Distributors, Inc.	1327370
WINNER	American Tire Distributors, Inc.	1026159
	American Tire Distributors, Inc.	0974610
AM-PAC	Am-Pac Tire Dist. Inc.	3956363
TERRA TRAC CROSS-V	The Hercules Tire & Rubber Company	86014955
	The Hercules Tire & Rubber Company	4444826
ROAD FORCE	The Hercules Tire & Rubber Company	3482180
SUPER EXPRESS	The Hercules Tire & Rubber Company	3356203
ALL COUNTRY	The Hercules Tire & Rubber Company	3073522

## Trademark Registrations and Applications

<b>Trademark</b>	<b>Owner/Applicant</b>	<b>Federal Application/ Registration No.</b>
GOLD LABEL	The Hercules Tire & Rubber Company	3410481
BLACK LABEL	The Hercules Tire & Rubber Company	3410480
ICE MASTER	The Hercules Tire & Rubber Company	3325890
ROADTOUR	The Hercules Tire & Rubber Company	4056891
IRONMAN iMOVE	The Hercules Tire & Rubber Company	3932475
TOUR 4.0	The Hercules Tire & Rubber Company	3884077
HERCULES POWER CV	The Hercules Tire & Rubber Company	3929447
IRONMAN IMAGE	The Hercules Tire & Rubber Company	3938615
	The Hercules Tire & Rubber Company	3717939
MERIT MYSTIC CRI	The Hercules Tire & Rubber Company	3804091
BLACKHAWK	The Hercules Tire & Rubber Company	3946628
RIDE ON OUR STRENGTH	The Hercules Tire & Rubber Company	3505165
RAPTIS	The Hercules Tire & Rubber Company	3532134
	The Hercules Tire & Rubber Company	3508541
ALL TRAC	The Hercules Tire & Rubber Company	3491397
	The Hercules Tire & Rubber Company	3449339
HERCULES TIRE INTERNATIONAL	The Hercules Tire & Rubber Company	3310895
R-FORCE	The Hercules Tire & Rubber Company	3644451
TERRA TRAC	The Hercules Tire & Rubber Company	2482486
POLAR TRAX	The Hercules Tire & Rubber Company	2394940

## Trademark Registrations and Applications

Trademark	Owner/Applicant	Federal Application/ Registration No.
MERIT ALL COUNTRY LXT	The Hercules Tire & Rubber Company	2398388
ULTRA PLUS IV	The Hercules Tire & Rubber Company	2254918
MR	The Hercules Tire & Rubber Company	2134860
SIGNET	The Hercules Tire & Rubber Company	2091937
MRX PLUS IV	The Hercules Tire & Rubber Company	1802671
	The Hercules Tire & Rubber Company	1749007
MERIT	The Hercules Tire & Rubber Company	1715482
TERRA TRAC TOURING LTD.	The Hercules Tire & Rubber Company	2089703
MEGA TR	The Hercules Tire & Rubber Company	1752428
	The Hercules Tire & Rubber Company	1728695
CARMERICA	The Hercules Tire & Rubber Company	1693532
TRAIL DIGGER	The Hercules Tire & Rubber Company	1282370
ELECTRA	The Hercules Tire & Rubber Company	1132666
	The Hercules Tire & Rubber Company	1015747
	The Hercules Tire & Rubber Company	0771896
HERCUMILE	The Hercules Tire & Rubber Company	0893739
H.D.T.L.	The Hercules Tire & Rubber Company	0813014
ULTRAPREME	The Hercules Tire & Rubber Company	0782857
HERCULES	The Hercules Tire & Rubber Company	0713519
NORTHCOAST TUNER.COM	Terry's Tire Town, Inc.	3584562

Trademark Registrations and Applications

<b>Trademark</b>	<b>Owner/Applicant</b>	<b>Federal Application/ Registration No.</b>
NORTHCOAST TRUCK.COM	Terry's Tire Town, Inc.	3584563
TIRETEAM	Terry's Tire Town, Inc.	77/831790
ONE PRICE DOES IT ALL	Terry's Tire Town, Inc.	2640219