

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hercules Tire & Rubber Company		12/21/2018	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, as Agent		
Street Address:	60 State Street,		
Internal Address:	Suite 700		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1282370	TRAIL DIGGER	
Registration Number:	1715482	MERIT	
Registration Number:	2398388	MERIT ALL COUNTRY LXT	
Registration Number:	2394940	POLAR TRAX	
Registration Number:	4444826	ECO FT	
Registration Number:	0771896	H	
Registration Number:	0713519	HERCULES	
Registration Number:	0893739	HERCUMILE	
Registration Number:	1802671	MRX PLUS IV	
Registration Number:	1749007	TDW TIRE DEALER'S WAREHOUSE	
Registration Number:	2254918	ULTRA PLUS IV	
Registration Number:	3073522	ALL COUNTRY	
Registration Number:	3491397	ALL TRAC	
Registration Number:	2289115	AVALANCHE	
Registration Number:	3077810	AVALANCHE X-TREME	
Registration Number:	1132666	ELECTRA	
Registration Number:	3508541	H HERCULES TIRE	
Registration Number:	3449339	H HERCULES TIRE	
TRADEMARK			

CH \$765.00 1282370

Property Type	Number	Word Mark
Registration Number:	3310895	HERCULES TIRE INTERNATIONAL
Registration Number:	1385907	IRONMAN
Registration Number:	3932475	IRONMAN IMOVE
Registration Number:	3532134	RAPTIS
Registration Number:	3505165	RIDE ON OUR STRENGTH
Registration Number:	3482180	ROAD FORCE
Registration Number:	4056891	ROADTOUR
Registration Number:	5331316	STRONG GUARD
Registration Number:	2482486	TERRA TRAC
Registration Number:	4724495	TERRA TRAC CROSS-V
Registration Number:	3884077	TOUR 4.0
Registration Number:	2257372	TRAILERMAX

CORRESPONDENCE DATA

Fax Number: 3128622200

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

Phone: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui

Address Line 1: 300 N. Lasalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 44676-12

NAME OF SUBMITTER: Raza Siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 12/28/2018

Total Attachments: 5

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Notice of Security Interest in Intellectual Property

NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY - (TRADEMARK) dated as of December 21, 2018 (this "Intellectual Property Security Agreement"), made by The Hercules Tire & Rubber Company, a Connecticut corporation (the "Grantor"), in favor of Ankura Trust Company, as the collateral agent for the Term Secured Parties (the "Agent").

Reference is made to (i) the Amended and Restated Security Agreement dated as of December 21, 2018 (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), among American Tire Distributors, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto and the Agent and (ii) the Amended and Restated Credit Agreement, dated as of December 21, 2018 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), among the Borrower, the Guarantors from time to time party thereto and the Agent, as administrative agent and collateral agent. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Intellectual Property Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor, pursuant to the Security Agreement, pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Term Secured Parties, and to secure the prompt and complete payment and performance of all Term Obligations, a security interest in all of its right, title and interest in, to and under all of the Intellectual Property whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, but excluding any Excluded Asset, the "IP Collateral"):

(a) all Trademarks, including those listed on Schedule I.

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any applications for any trademarks that have been filed with the United States Patent and Trademark Office on the basis of an "intent-to-use" with respect to such trademarks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this Intellectual Property Security Agreement is made to secure the payment or performance, as the case may be, in full of the Term Obligations.

SECTION 4. Recordation. The Grantor hereby requests and authorizes the USPTO to record this Intellectual Property Security Agreement against the IP Collateral.

SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Intellectual Property Security Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 6. Governing Law. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

The Hercules Tire & Rubber Company,
as Grantor

By: Gail Sharps Myers
Name: Gail Sharps Myers
Title: Executive Vice President

[Signature Page to IP Security Agreement – The Hercules Tire & Rubber Company]

TRADEMARK
REEL: 006510 FRAME: 0771

ANKURA TRUST COMPANY,
as Agent,

By



Name: *Michael S. Fey*
Title: *Managing Director*

Schedule I
to Intellectual Property Security Agreement – THE HERCULES TIRE & RUBBER COMPANY

Trademarks Owned by The Hercules Tire & Rubber Company

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
TRAIL DIGGER	1282370	19-Jun-84
MERIT	1715482	15-Sep-92
MERIT ALL COUNTRY LXT	2398388	24-Oct-00
POLAR TRAX	2394940	17-Oct-00
ECO FT Design 	4444826	03-Dec-13
H Design 	771896	23-Jun-64
HERCULES	713519	04-Apr-61
HERCUMILE	893739	30-Jun-70
MRX PLUS IV	1802671	02-Nov-93
TDW TIRE DEALER'S WAREHOUSE Design 	1749007	26-Jan-93
ULTRA PLUS IV	2254918	22-Jun-99
ALL COUNTRY	3073522	28-Mar-06
ALL TRAC	3491397	26-Aug-08
AVALANCHE	2289115	26-Oct-99
AVALANCHE X-TREME	3077810	04-Apr-06
ELECTRA	1132666	08-Apr-80
H HERCULES TIRE Design 	3508541	30-Sep-08
H HERCULES TIRE Design 	3449339	17-Jun-08
HERCULES TIRE INTERNATIONAL	3310895	16-Oct-07
IRONMAN	1385907	11-Mar-86
IRONMAN IMOVE	3932475	15-Mar-11
RAPTIS	3532134	11-Nov-08
RIDE ON OUR STRENGTH	3505165	23-Sep-08
ROAD FORCE	3482180	05-Aug-08
ROADTOUR	4056891	15-Nov-11
STRONG GUARD	5331316	07-Nov-17
TERRA TRAC	2482486	28-Aug-01
TERRA TRAC CROSS-V	4724495	21-Apr-15
TOUR 4.0	3884077	30-Nov-10
TRAILERMAX	2257372	29-Jun-99