

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tirebuyer.com, LLC		08/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC as the collateral agent for the FILO Secured Parties		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88361222	TIRESCANNER	
Serial Number:	90085231		
CORRESPONDENCE DATA			
Fax Number:	2148558200		
	<i>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.</i>		
Phone:	12148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	ANDREA SHANNON		
Address Line 1:	2200 ROSS AVENUE, SUITE 3600		
Address Line 2:	NORTON ROSE FULBRIGHT US LLP		
Address Line 4:	DALLAS, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1001052703		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	08/24/2021		
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 August 24, 2021 and effective as of February 6, 2021 (this “Intellectual Property Security Agreement”), made by Tirebuyer.com, LLC, a Delaware limited liability company (the “Grantor”), in favor of Cortland Capital Market Services LLC, as the collateral agent for the FILO Secured Parties (the “Agent”).

Reference is made to (i) the 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 FILO Exit 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 FILO Secured Parties, and to secure the prompt and complete payment and performance of all FILO 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 FILO 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.

TIREBUYER.COM, LLC,
as Grantor


By: W. Williams
Name: William Thomas More Williams
Title: Vice President and Treasurer

Cortland Capital Market Services LLC,
as Agent,

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to IP Security Agreement – Tirebuycr.com, LLC]

Schedule I
Intellectual Property

Trademark	Owner	Federal Registration No.
"Tirescanner"	Tirebuyer.com, LLC	88361222 (Application no.)
The Tirescanner circle logo (i.e. a stylized tire formed by a solid circle with eight outward pointing arrows radiating from its center). 	Tirebuyer.com, LLC	90085231 (Application no.)