Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

American Tire Distributors, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State **Delaware**
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Name: **Bank of America, N.A., as Agent**

Internal Address:

Street Address: **300 Galleria Pkwy, Suite 800**

City: **Atlanta** State: **GA** Zip: **30303**

- [ ] Individual(s) citizenship
- [x] Association **National Banking Association**
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: **March 31, 2005**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Exhibit A attached hereto**

B. Trademark Registration No.(s) **See Exhibit A attached hereto**

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Rhonda J. Birdwell Paralegal**

Internal Address: **Parker, Hudson, Rainer & Dobbs LLP**

Street Address: **1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E.**

City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and registrations involved: **40**

7. Total fee (37 CFR 3.41).....$ **1,015.00**

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:

502831

DO NOT USE THIS SPACE

9. Signature.

Bobbi Acord — Name of Person Signing

Bobbi Acord — Signature

4/6/05 — Date

Total number of pages including cover sheet, attachments, and document: **14**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH $1015.00 502831 78442911

EXHIBIT A

Trademark	Registration No.	Serial No.	Date
Regal	2869965	76194460	8/3/04
Keep it in the Family	2846259	76502805	5/25/04
Magnum	1884613	74525300	3/21/95
ICW	1835379	74428405	5/10/94
Pacer	2013348	74698881	7/10/95
Pacer	1818444	74165761	1/25/94
Trak 'N' Blazer	1331956	73488859	4/23/85
Autominder	1327370	73488858	3/26/85
Itco	0974610	72431505	12/11/73
Hits	1389731	73488857	4/15/86
Pacesetter IV	1595228	73831496	5/8/90
Pacesetter Plus	2425241	75926730	1/30/01
Regul Questa	2084592	74703339	7/29/97
Regul	1407619	73581920	9/2/86
Heafner	1426869	73583737	1/27/87
Dynatrac	1982061	74605726	6/25/96
Winston Tires	1382684	73521724	2/11/86
Cruiserwire	2394307	75677529	10/10/00
Californian	1141271	73204433	11/11/80
Sam Winston	1353929	73521740	8/13/85
Winston	1047633	73079369	9/7/76
Winston	0934470	72378552	5/23/72
Winston	1366473	73524570	10/22/85
Winner	1026159	73020365	12/2/75
Four and Out the Door	2672867	76151216	1/7/03
Rewardsedge	2610506	76137852	8/20/02

Trademark	Registration No.	Serial No.	Date
Imageedge	2610505	76137851	9/3/02
Trainingedge	2622060	76137850	9/17/02
Communicationsedge	2610504	76137837	8/20/02
Creditedge	2610503	76137836	8/20/02
Tireedge	2643974	76137835	10/29/02
Marketingedge	2636680	76137834	10/15/02
Vico	2419497	75402341	1/9/01
DragMaster	2550269	75402340	3/19/02
American Tire Distributors	1522166	73662918	1/24/89

Trademark Applications		Serial No.	Date
ATD		78442911	6/29/04
American Tire Distributors		78443064	6/29/04
Drifz		78461124	8/3/04
Tirebin		78442943	6/29/04
ATDNET		78442902	6/29/04

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 31st day of March, 2005, between **AMERICAN TIRE DISTRIBUTORS, INC.**, a Delaware corporation having its principal place of business at 12200 Herbert Wayne Court, Suite 150, Huntsville, North Carolina 28070-3145 (the "Company"), and **BANK OF AMERICA, N.A.**, a national banking association, having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent"), for itself and Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Company desires to obtain loans and certain other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Fourth Amended and Restated Loan and Security Agreement, dated March 31, 2005 by and among the Company, the other borrowers named therein, Agent, the other agents named therein, and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

WHEREAS, Agent and Lenders are willing to make loans to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement; and

WHEREAS, pursuant to the Loan Agreement, the Company has contemporaneously herewith, granted to Agent, for the benefit of itself and Lenders, a lien upon and security interest in substantially all of the Company's now existing or hereafter acquired personal property;

NOW, THEREFORE, for Ten Dollars ($10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Secured Obligations, the Company hereby pledges, assigns and grants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Trademark Collateral"):

(a) the trademarks and applications listed on Exhibit A attached hereto and made a part hereof which relate to the Collateral granted to Agent pursuant to the Loan Agreement (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office and the filing of a UCC financing statement referencing the Trademark Collateral in the appropriate filing office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (to the extent such liens can be perfected under the Uniform Commercial Code by the filing of a financing statement, or such liens can be perfected by the filing of this Agreement or a short form thereof in the United States Patent and Trademark Office), enforceable against the Company and all third Persons in accordance with its terms;

(c) To the knowledge of the Company, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person; and

(d) The Company has corporate power and authority to enter into this Agreement and perform its terms.

4. The Company covenants and agrees with Agent that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

(c) The Company will maintain the quality of the products associated with the Trademarks in a manner consistent with past practice; and

(d) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

5. The Company hereby grants to Agent and its employees and agents (and any Lender or Lenders and their respective employees and agents) the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall

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do any and all acts reasonably required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. The Company agrees that, until all of the Secured Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the Company's duties under this Agreement.

7. If, before the Secured Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks which relate to the Collateral, or become entitled to the benefit of any trademark application or trademark which relates to the Collateral or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications which relate to the Collateral within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies provided in the Loan Agreement.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Secured Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Secured Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral, subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting,

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maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company in accordance with the terms of the Loan Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application which relates to the Collateral, or any pending trademark application or trademark which relates to the Collateral without the consent of Agent, unless the Company shall reasonably determine that such trademark or trademark application is in no way material to the conduct of the Company's business or its operations.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license thereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Agent declines to institute such suit.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement or any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement or any of the other Loan Documents, or

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by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. Notice of acceptance hereof is hereby waived by the Company.

22. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof, other than Section 5-1401 of the New York General Obligations Law); provided, that, perfection issues with respect to Article 9 of the UCC may give effect to applicable choice or conflict of law rules set forth in Article 9 of the UCC of the State of New York; provided, further, that Agent and Lenders shall retain all rights arising under federal law.

23. THE COMPANY AND AGENT EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARK COLLATERAL.

[This space intentionally left blank; signatures commence on following page]

TRADEMARK
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WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

J. Michael Gaither, Secretary

[CORPORATE SEAL]

AMERICAN TIRE DISTRIBUTORS, INC.

By: William E. Berry
William E. Berry, President

Accepted:

BANK OF AMERICA, N.A., as Agent ("Agent")

By:_____

Title:_____

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

AMERICAN TIRE DISTRIBUTORS, INC.

_____
J. Michael Gaither, Secretary

By: _____
William E. Berry, President

[CORPORATE SEAL]

Accepted:

BANK OF AMERICA, N.A., as Agent
("Agent")

By: _____

Title: STEPHEN Y. McGEHEE
SENIOR VICE PRESIDENT

STATE OF North Carolina)
COUNTY OF Mecklenburg)

BEFORE ME, the undersigned authority, on this day personally appeared **William E. Berry**, President of American Tire Distributors, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31 day of March 2005.

Deborah L. Gardner
Notary Public
My Commission Expires: Oct. 21, 2008

[NOTARIAL SEAL]

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2005.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared William E. Berry, President of American Tire Distributors, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 2005.

_____
Notary Public
My Commission Expires:

_____
[NOTARIAL SEAL]

STATE OF Georgia)
)
COUNTY OF Cobb)

BEFORE ME, the undersigned authority, on this day personally appeared Stephen G. McKehan of Bank of America, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of March 2005.

Sarah C. Elliott
Notary Public
My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires June 7, 2005

_____
[NOTARIAL SEAL]

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EXHIBIT A

Trademark	Registration No.	Serial No.	Issue Date
Regal	2869965	76194460	8/3/04
Keep it in the Family	2846259	76502805	5/25/04
Magnum	1884613	74525300	3/21/95
ICW	1835379	74428405	5/10/94
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Cruiserwire	2394307	75677529	10/10/00
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Sam Winston	1353929	73521740	8/13/85
Winston	1047633	73079369	9/7/76
Winston	0934470	72378552	5/23/72
Winston	1366473	73524570	10/22/85
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Rewardsedge	2610506	76137852	8/20/02

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Tireedge	2643974	76137835	10/29/02
Marketingedge	2636680	76137834	10/15/02
Vico	2419497	75402341	1/9/01
DragMaster	2550269	75402340	3/19/02
American Tire Distributors	1522166	73662918	1/24/89

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Tirebin	78442943	6/29/04
ATDNET	78442902	6/29/04