

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tire Pros Francorp, LLC		12/21/2018	Limited Liability Company: CALIFORNIA
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: 16			
Property Type	Number	Word Mark	
Registration Number:	5197052	TIRE PROS	
Registration Number:	4928229	FEEL GOOD, BUY LOCAL	
Registration Number:	4406474	EVERYTHING ROTATES AROUND YOU	
Registration Number:	4174264	TIRE PROS INSTALLING PEACE OF MIND	
Registration Number:	4429185	QUICK BAY	
Registration Number:	2922520	TIRE PROS	
Registration Number:	2922503	TIRE PROS	
Registration Number:	2959164	TIRE PROS	
Registration Number:	2918717	TIRE PROS	
Registration Number:	2920561	TIRE PROS	
Registration Number:	2922397	TIRE PROS	
Registration Number:	2922427	TIRE PROS	
Registration Number:	2920542	TIRE PROS	
Registration Number:	2922337	TIRE PROS	
Registration Number:	2922338	TIRE PROS	
Registration Number:	1592463	TIRE PROS	
CORRESPONDENCE DATA			
TRADEMARK			

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
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NAME OF SUBMITTER:	Raza Siddiqui
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SIGNATURE:	/razasiddiqui/
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DATE SIGNED:	12/28/2018
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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 Tire Pros Francorp, LLC , a California limited liability company (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.

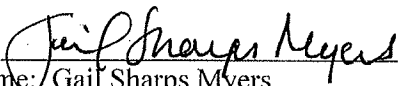
SECTION 5. **Counterparts.** This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Intellectual Property 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.

Tire Pros Francorp, LLC,
as Grantor

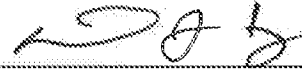
By: 
Name: Gail Sharps Myers
Title: Executive Vice President

[Signature Page to IP Security Agreement – Tire Pros Francorp, LLC]

TRADEMARK
REEL: 006510 FRAME: 0743

ANKURA TRUST COMPANY,
as Agent,

By


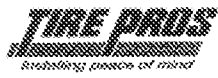








Name: *Michael J. Fay*
Title: *Managing Director*

Schedule I
to Intellectual Property Security Agreement – TIRE PROS FRANCORP, LLC

Trademarks Owned by Tire Pros Francorp, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
TIRE PROS Design 	5197052	02-May-17
FEEL GOOD, BUY LOCAL	4928229	29-Mar-16
EVERYTHING ROTATES AROUND YOU	4406474	24-Sep-13
TIRE PROS INSTALLING PEACE OF MIND Design 	4174264	17-Jul-12
QUICK BAY	4429185	05-Nov-13
TIRE PROS Design 	2922520	01-Feb-05
TIRE PROS	2922503	01-Feb-05
TIRE PROS Design 	2959164	07-Jun-05
TIRE PROS	2918717	18-Jan-05
TIRE PROS Design 	2920561	25-Jan-05
TIRE PROS Design 	2922397	01-Feb-05
TIRE PROS	2922427	01-Feb-05
TIRE PROS Design 	2920542	25-Jan-05
TIRE PROS	2922337	01-Feb-05
TIRE PROS	2922338	01-Feb-05
TIRE PROS Design 	1592463	17-Apr-90