

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503692

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Rubbr Automotive Services, LLC | | 12/21/2018 | Limited Liability Company: DELAWARE |
| 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: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5423407 | LET'S DO IT | |
| Registration Number: | 5431102 | RUBBR | |
| Registration Number: | 5431103 | R RUBBR | |
| Registration Number: | 5325789 | R | |
| Registration Number: | 5318781 | R | |
| Registration Number: | 5431008 | RUBBR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 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 | | |

CH \$165.00 5423407

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| SIGNATURE: | /razasiddiqui/ |
| DATE SIGNED: | 12/28/2018 |
| Total Attachments: 5 source=Intellectual Property Security Agreement - Rubbr Automotive - Exit Term Loan (Execution Version)(Ankura)#page1.tif source=Intellectual Property Security Agreement - Rubbr Automotive - Exit Term Loan (Execution Version)(Ankura)#page2.tif source=Intellectual Property Security Agreement - Rubbr Automotive - Exit Term Loan (Execution Version)(Ankura)#page3.tif source=Intellectual Property Security Agreement - Rubbr Automotive - Exit Term Loan (Execution Version)(Ankura)#page4.tif source=Intellectual Property Security Agreement - Rubbr Automotive - Exit Term Loan (Execution Version)(Ankura)#page5.tif | |

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 Rubbr Automotive Services, LLC, a Delaware 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]

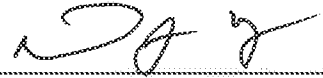
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Rubbr Automotive Services, LLC,
as Grantor

By: 
Name: Ryan Marsh
Title: President

ANKURA TRUST COMPANY,
as Agent,

By



Name: *Michael J. Flynn*

Title: *Managing Director*

Schedule I
to Intellectual Property Security Agreement – RUBBR AUTOMOTIVE SERVICES, LLC

Trademarks Owned by Rubbr Automotive Services, LLC

U.S. Trademark Registrations

| Mark | Registration No. | Registration Date |
|-----------------------------------------------------------------------------------------------------|------------------|-------------------|
| LET'S DO IT | 5423407 | 13-Mar-18 |
| RUBBR Design  | 5431102 | 27-Mar-18 |
| R RUBBR Design  | 5431103 | 27-Mar-18 |
| R Design  | 5325789 | 31-Oct-17 |
| R Design  | 5318781 | 24-Oct-17 |
| RUBBR | 5431008 | 27-Mar-18 |