

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Tire Distributors, Inc.		12/21/2018	Corporation: 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: 32			
Property Type	Number	Word Mark	
Registration Number:	4284277	AMERICAN TIRE DISTRIBUTORS	
Registration Number:	3024766	AMERICAN TIRE DISTRIBUTORS	
Registration Number:	1522166	AMERICAN TIRE DISTRIBUTORS	
Registration Number:	4589552	ATD	
Registration Number:	3146443	ATD	
Registration Number:	4589540	ATD AMERICAN TIRE DISTRIBUTORS	
Registration Number:	4593721	ATD AMERICAN TIRE DISTRIBUTORS MILES AHE	
Registration Number:	4818532	ATD ONLINE	
Registration Number:	4469168	ATDCONNECT	
Registration Number:	3188225	ATDONLINE	
Registration Number:	3415784	ATDSERVICEBAY	
Registration Number:	3216533	ATDSERVICEBAY	
Registration Number:	4522947	BUY SMART. DRIVE SAFE.	
Registration Number:	1887070	CAPITOL	
Registration Number:	3489644	CRUISER ALLOY	
Registration Number:	3386225	DRIFZ	
Registration Number:	1982061	DYNATRAC	
Registration Number:	2173352	HEAFNET	

CH \$815.00 4284277

Property Type	Number	Word Mark
Registration Number:	1835379	ICW
Registration Number:	4539172	MILES AHEAD
Registration Number:	3071313	NEGOTIATOR
Registration Number:	3704089	O.E. PERFORMANCE
Registration Number:	3713864	O.E. PERFORMANCE
Registration Number:	3704090	O.E. PERFORMANCE
Registration Number:	5134525	PACER
Registration Number:	2013348	PACER
Registration Number:	4302414	REGUL
Registration Number:	1407619	REGUL
Registration Number:	4618124	TIRE BUYER
Registration Number:	4618123	TIRE BUYER.COM
Registration Number:	4987171	TIREBUYER
Registration Number:	4987173	TIREBUYER.COM

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: 6
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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 American Tire Distributors, Inc., a Delaware 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.

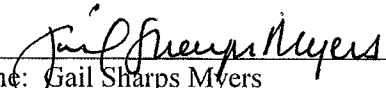
SECTION 5. **Counterparts.** This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Intellectual Property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

American Tire Distributors, Inc.,
as Grantor

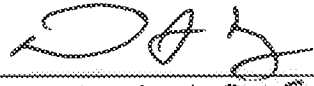
By: 
Name: Gail Sharps Myers
Title: Executive Vice President

[Signature Page to IP Security Agreement – American Tire Distributors, Inc.]

TRADEMARK
REEL: 006510 FRAME: 0782

ANKURA TRUST COMPANY,
as Agent,


By








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

Trademarks Owned by American Tire Distributors, Inc.

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
AMERICAN TIRE DISTRIBUTORS	4284277	05-Feb-13
AMERICAN TIRE DISTRIBUTORS Design 	3024766	06-Dec-05
AMERICAN TIRE DISTRIBUTORS Design 	1522166	24-Jan-89
ATD Design 	4589552	19-Aug-14
ATD	3146443	19-Sep-06
ATD AMERICAN TIRE DISTRIBUTORS Design 	4589540	19-Aug-14
ATD AMERICAN TIRE DISTRIBUTORS MILES AHEAD Design 	4593721	26-Aug-14
ATD ONLINE Design 	4818532	22-Sep-15
ATDCONNECT	4469168	21-Jan-14
ATDONLINE	3188225	19-Dec-06
ATDSERVICEBAY	3415784	22-Apr-08
ATDSERVICEBAY	3216533	06-Mar-07
BUY SMART. DRIVE SAFE.	4522947	29-Apr-14
CAPITOL	1887070	04-Apr-95
CRUISER ALLOY	3489644	19-Aug-08
DRIFZ	3386225	19-Feb-08
DYNATRAC	1982061	25-Jun-96
HEAFNET	2173352	14-Jul-98
ICW	1835379	10-May-94
MILES AHEAD	4539172	27-May-14
NEGOTIATOR	3071313	21-Mar-06
O.E. PERFORMANCE Design 	3704089	03-Nov-09

Mark	Registration No.	Registration Date
O.E. PERFORMANCE	3713864	24-Nov-09
O.E. PERFORMANCE Design 	3704090	03-Nov-09
PACER Design 	5134525	31-Jan-17
PACER	2013348	05-Nov-96
REGUL	4302414	12-Mar-13
REGUL Design 	1407619	02-Sep-86
TIRE BUYER Design 	4618124	07-Oct-14
TIRE BUYER.COM Design 	4618123	07-Oct-14
TIREBUYER	4987171	28-Jun-16
TIREBUYER.COM	4987173	28-Jun-16