

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIREBUYER.COM, LLC		08/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	301 S. College Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88361222	TIRESCANNER	
Serial Number:	90085231		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	nancy.wiford@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	08/26/2021		
Total Attachments: 6			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 24, 2021 is made by **TIREBUYER.COM, LLC**, a Delaware limited liability company (the "Grantor"), with offices at 12200 Herbert Wayne Court, Suite 150, Huntersville, NC 28078, in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, with offices at 301 S. College Street, 5th Floor, Charlotte, North Carolina 28202, as administrative agent and collateral agent (in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 21, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Tire Distributors, Inc., a Delaware corporation, the other Loan Parties party thereto from time to time, the Lenders, the Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein, and the parties have agreed to secure such extensions of credit with the collateral described in each of (i) the Pledge and Security Agreement, dated as of December 21, 2018 (as amended, supplemented or otherwise modified from time to time, the "US Security Agreement"), by each of ATD, Rubbr, Terry's Tire Town Holdings, LLC, Hercules and Francorp (collectively, the "US Grantors") in favor of the Agent, for the benefit of the Lenders, and (ii) the Pledge and Security Agreement, dated as of December 21, 2018 (as amended, supplemented or otherwise modified from time to time, the "Canadian Security Agreement" and together with the US Security Agreement, collectively, the "Security Agreements") by each of National Canada and Hercules Canada (collectively, the "Canadian Grantors") in favor of the Agent, for the benefit of the Lenders;

WHEREAS, pursuant to the Security Agreements, as applicable, each Grantor has agreed to, among other things, grant to the Agent for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under certain Intellectual Property it owns, including, without limitation, the Trademarks, but subject to certain exclusions set forth in the applicable Security Agreement; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantors pursuant to the Credit Agreement, each such Grantor hereby agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, (i) all upper case terms used in this Agreement as they relate to the US Grantors, including in the preamble and/or recitals of this Agreement, have the meanings set forth in the US Security Agreement, and (ii) all upper case terms used in this Agreement as they relate to the Canadian Grantors, including in the preamble and/or recitals of this Agreement, have the meanings set forth in the Canadian Security Agreement.

SECTION 2. Notice of Grant of Security Interest. Pursuant to the Security Agreements, as applicable, each Grantor hereby grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security

interest in all of its right, title and interest in, to and under each such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto but excluding, for the avoidance of doubt, any Excluded Assets).

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interests granted hereby have been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreements and are expressly subject to the terms and conditions thereof. The Security Agreements (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreements, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the applicable Security Agreement, the terms of the applicable Security Agreement shall govern.


SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any conflict of laws or other rules that would result in the application of the laws of a different jurisdiction.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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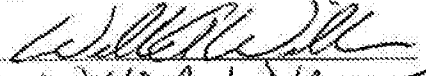
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIREBUYER.COM, LLC

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

[Notice of Grant of Security Interest In Trademark Rights]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent



By: 
Name: *William A. Williams*
Title: *Vice President*

[Notice of Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007404 FRAME: 0391

SCHEDULE A

Trademark Registrations and Applications

Trademark	Owner	Federal Registration No.
TYRESCANNER TIRESCANNER TYRESCANNER TIRESCANNER	Tirebuyer.com, LLC	UK00003341818 (United Kingdom)
	Tirebuyer.com, LLC	UK00003368072 (United Kingdom)
TYRESCANNER	Tirebuyer.com, LLC	EU018042132 (European Union)
"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.)

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