

02-05-1999



100959269

2-1-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other  Release of Trademark Assignment

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name  Foreign Autopart, Inc.

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name  State Street Bank and Trust Company

DBA/AKA/TA

Composed of

Address (line 1)  225 Franklin Street

Address (line 2)

Address (line 3)  Boston  Massachusetts  02110  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other  Massachusetts trust company

Citizenship/State of Incorporation/Organization  Massachusetts

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/04/1999 JSHBAZZ 00000170 1013155

FOR OFFICE USE ONLY

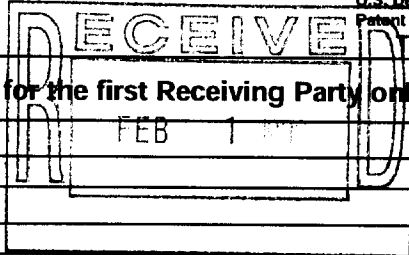
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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1848 FRAME: 0967



**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1013155"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

THOMAS M. O'REILLY, Vice President

Name of Person Signing

*Thomas M. O'Reilly, V.P.*

Signature

1/25/99  
Date Signed

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") is made as of September 14, 1995, between FOREIGN AUTOPART, INC. (the "Borrower"), a Massachusetts corporation with its principal place of business at 1205 U.S. Route 1, Sharon, Massachusetts 02067, and STATE STREET BANK AND TRUST COMPANY (the "Lender"), a Massachusetts trust company with its head office at 225 Franklin Street, Boston, Massachusetts 02110.

Capitalized terms used herein without definition shall have the respective meanings provided therefor in the Loan Agreement referred to below.

WHEREAS, Borrower has requested the Lender to enter into a certain Revolving Credit and Term Loan Agreement of even date hereof (the "Loan Agreement") pursuant to which the Lender will make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Lender is unwilling to enter into the Loan Agreement and to make any loans thereunder unless, *inter alia*, the Borrower shall execute and deliver this Assignment and grant the security interest herein provided.

NOW, THEREFORE, in order to induce the Lender to enter into the Loan Agreement and to make or extend to the Borrower one or more loans, advances, or other extensions of credit, and in consideration thereof, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Borrower hereby grants, assigns and conveys to the Lender a continuing security interest, coupled with a conditional assignment which shall become absolute upon an Event of Default and the Lender's related election as described in Paragraph 7 hereof, in all trademarks and service marks and United States, state and foreign registrations thereof, and applications therefor, that are listed on Schedule A hereto or that correspond with any marks therein listed, together with the goodwill of the business with which the foregoing trademarks and service marks are used and the right to sue for past, present and future infringements of rights in such trademarks and service marks and all renewals thereof, and all proceeds of the foregoing including, but not limited to, proceeds of licensing (collectively, the "Trademarks"). The security interest granted, assigned and conveyed hereby is so granted, assigned and conveyed as security for the prompt and unconditional payment of the Obligations (as hereinafter defined).

As used herein, "Obligations" means any and all obligations of the Borrower to the Lender of every kind and description, direct or indirect, absolute or contingent,

primary or secondary, due or to become due, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, and includes obligations to perform acts and to refrain from acting as well as obligations to pay money, and specifically includes all obligations of the Borrower under the Loan Agreement and any other Loan Documents.

2. The Borrower represents and warrants to the Lender as follows:

(a) The Borrower is the sole owner in the United States and throughout the world of the entire right, title and interest in and to each of the Trademarks, free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, and covenants not to sue, except the security interest and conditional assignment herein granted.

(b) As of the date hereof, each of the Trademarks listed on Schedule A is valid and enforceable, and they constitute all trademarks and service marks now owned or used by the Borrower.

(c) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(d) The execution, delivery and performance of this Assignment are within the power of the Borrower and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Borrower is a party or by which any of its property is bound.

3. The Borrower shall defend in good faith the Trademarks against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Lender. Until the Obligations shall have been satisfied in full, the Borrower shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Trademarks, without the Lender's prior consent.

4. The Borrower shall promptly apply for and obtain all federal renewals or extensions of the Trademarks to the full extent permitted by law, and Lender will use its reasonable efforts to assist in any such renewals. If, before all Obligations have been satisfied in full, the Borrower develops any new trademark or service mark, the Borrower shall give the Lender prompt written notice of all trademarks or service marks, and the provisions of this Assignment shall apply thereto. The Borrower authorizes the Lender to modify this Assignment by amending Schedule A to include any new trademark or service mark, and any trademark or service mark renewal of the Borrower applied for and obtained hereafter.

5. The Borrower shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Borrower's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, the Borrower shall promptly notify the Lender of such infringement and sue for and recover all damages for such infringement. If the Borrower shall fail to take such action within three (3) months after such notice is given to the Lender, the Lender may, but shall not be required to, itself take such action in the name of the Borrower, and the Borrower hereby appoints the Lender the true and lawful attorney of the Borrower, for it and in its name, place and stead, on behalf of the Borrower, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Borrower, net of costs and attorneys' fees, to be applied to the Obligations.

6. The Borrower shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to the Lender, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Assignment under 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or The Commonwealth of Massachusetts or of any other countries or states as the Lender may from time to time request, and as may be legally required to more completely vest in and assure to the Lender its rights hereunder or in any of the Trademarks, and the Borrower hereby irrevocably authorizes the Lender or its designee, at the Borrower's expense, to execute such documents, and file such financing statements with respect thereto with or without the Borrower's signature, as the Lender may deem appropriate. In the event that any rerecording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Borrower shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be requested by the Lender.

The Lender is hereby irrevocably appointed by the Borrower as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of the Borrower, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Lender may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Lender is hereby authorized to file on behalf of and in the name of the Borrower at the Borrower's sole expense, such financing statement, assignments, documents, and agreements in any appropriate governmental office.

7. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, the Lender may without notice or demand declare this Assignment to be in default and the Lender shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Trademarks at public or private sale. The Lender shall give to the Borrower at least five (5) days' prior written notice (which the Borrower agrees is "reasonable notification" within the meaning of Section 9-504(3) of the Uniform Commercial Code) of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

In addition to any other rights of the Lender hereunder, if any Event of Default shall have occurred and be continuing, then at the Lender's sole election (which election shall be evidenced by written notice thereof to the Borrower), the conditional assignment herein shall ripen into and become, without necessity of further action by any party, an absolute assignment by the Borrower to the Lender of the Trademarks, and, without limiting the generality of the foregoing, the Lender shall thereupon have the exclusive right to make, have made, use and sell the marks disclosed and claimed in the Trademarks for the Lender's benefit and account, and for none other.

The Borrower hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Lender's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Lender shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Borrower hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Lender's rights under this Assignment or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Borrower hereby irrevocably waives the benefits of all such laws.

8. Except for notices specifically provided for herein, the Borrower hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment

thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Lender may deem advisable. The Lender shall have no duty as to the protection of the Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Lender may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Trademarks unless such waiver be in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Lender on the Obligations or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

9. The Borrower will pay any and all (i) charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of the Lender's counsel incurred by the Lender, in connection with this Assignment, and (ii) fees and disbursements incurred by the Lender in the preparation, execution and delivery of any waiver or consent by the Lender relating to this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any liens, security interests or other rights of the Lender under this Assignment, or under any other documentation heretofore, now, or hereafter given to the Lender in furtherance of the transactions contemplated hereby.

The Borrower agrees to reimburse the Lender for, and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including attorneys' fees and disbursements, except to the extent the foregoing are caused by the gross negligence or willful misconduct of the Lender.

10. The Borrower and the Lender may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby.

11. The Borrower shall hold the Lender harmless from any and all costs, damages and expenses which may be incurred by the Lender or the Borrower in connection with any action or failure to act by the Lender in connection with this Assignment except to the extent that such is caused by the gross negligence or willful misconduct of the Lender.

12. Reference is made to that certain Security Agreement of even date between the Borrowers and the Lender. In the event of a clear and direct conflict between said Security Agreement and this Assignment, the relevant provision of this Assignment shall be deemed to govern such direct conflict.

13. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the United States, and, to the extent that the laws of the United States are not applicable, by the laws of The Commonwealth of Massachusetts (without regard to principles of conflicts of laws). This Assignment is intended to take effect as a sealed instrument.

14. All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

15. Upon payment and performance in full of the Obligations in accordance with their terms and the performance by the Borrower of all of its covenants and agreements with respect thereto and hereunder and under any other instrument securing any of the Obligations, this Assignment shall terminate and the Lender shall execute any reassignments of the Trademarks as may be reasonably necessary.

16. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Assignment and to the provisions so modified or limited, and executed by all the parties hereto.

17. This Assignment and all obligations of the Borrower shall be binding upon the successors and assigns of the Borrower, and shall, together with the rights and remedies of the Lender hereunder, inure to the benefit of the Lender and its successors and assigns. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Borrower acknowledges receipt of a copy of this Assignment. Capitalized terms used herein without definition herein or in the Loan Agreement which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be





SCHEDULE A

TRADEMARK ASSIGNMENT

TRADEMARKS

Mark

Reg. No.

Date of Reg.

1. Foreign Autopart
2. Foreign Autopart

1,013,155 (Federal)  
47,056 (Mass.)

June 10, 1975  
July 23, 1992

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") is made as of September 14, 1995, between FOREIGN AUTOPART, INC. (the "Borrower"), a Massachusetts corporation with its principal place of business at 1205 U.S. Route 1, Sharon, Massachusetts 02067, and STATE STREET BANK AND TRUST COMPANY (the "Lender"), a Massachusetts trust company with its head office at 225 Franklin Street, Boston, Massachusetts 02110.

Capitalized terms used herein without definition shall have the respective meanings provided therefor in the Loan Agreement referred to below.

WHEREAS, Borrower has requested the Lender to enter into a certain Revolving Credit and Term Loan Agreement of even date hereof (the "Loan Agreement") pursuant to which the Lender will make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Lender is unwilling to enter into the Loan Agreement and to make any loans thereunder unless, *inter alia*, the Borrower shall execute and deliver this Assignment and grant the security interest herein provided.

NOW, THEREFORE, in order to induce the Lender to enter into the Loan Agreement and to make or extend to the Borrower one or more loans, advances, or other extensions of credit, and in consideration thereof, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Borrower hereby grants, assigns and conveys to the Lender a continuing security interest, coupled with a conditional assignment which shall become absolute upon an Event of Default and the Lender's related election as described in Paragraph 7 hereof, in all trademarks and service marks and United States, state and foreign registrations thereof, and applications therefor, that are listed on Schedule A hereto or that correspond with any marks therein listed, together with the goodwill of the business with which the foregoing trademarks and service marks are used and the right to sue for past, present and future infringements of rights in such trademarks and service marks and all renewals thereof, and all proceeds of the foregoing including, but not limited to, proceeds of licensing (collectively, the "Trademarks"). The security interest granted, assigned and conveyed hereby is so granted, assigned and conveyed as security for the prompt and unconditional payment of the Obligations (as hereinafter defined).

As used herein, "Obligations" means any and all obligations of the Borrower to the Lender of every kind and description, direct or indirect, absolute or contingent,

primary or secondary, due or to become due, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, and includes obligations to perform acts and to refrain from acting as well as obligations to pay money, and specifically includes all obligations of the Borrower under the Loan Agreement and any other Loan Documents.

2. The Borrower represents and warrants to the Lender as follows:

(a) The Borrower is the sole owner in the United States and throughout the world of the entire right, title and interest in and to each of the Trademarks, free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, and covenants not to sue, except the security interest and conditional assignment herein granted.

(b) As of the date hereof, each of the Trademarks listed on Schedule A is valid and enforceable, and they constitute all trademarks and service marks now owned or used by the Borrower.

(c) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(d) The execution, delivery and performance of this Assignment are within the power of the Borrower and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Borrower is a party or by which any of its property is bound.

3. The Borrower shall defend in good faith the Trademarks against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Lender. Until the Obligations shall have been satisfied in full, the Borrower shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Trademarks, without the Lender's prior consent.

4. The Borrower shall promptly apply for and obtain all federal renewals or extensions of the Trademarks to the full extent permitted by law, and Lender will use its reasonable efforts to assist in any such renewals. If, before all Obligations have been satisfied in full, the Borrower develops any new trademark or service mark, the Borrower shall give the Lender prompt written notice of all trademarks or service marks, and the provisions of this Assignment shall apply thereto. The Borrower authorizes the Lender to modify this Assignment by amending Schedule A to include any new trademark or service mark, and any trademark or service mark renewal of the Borrower applied for and obtained hereafter.

5. The Borrower shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Borrower's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, the Borrower shall promptly notify the Lender of such infringement and sue for and recover all damages for such infringement. If the Borrower shall fail to take such action within three (3) months after such notice is given to the Lender, the Lender may, but shall not be required to, itself take such action in the name of the Borrower, and the Borrower hereby appoints the Lender the true and lawful attorney of the Borrower, for it and in its name, place and stead, on behalf of the Borrower, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Borrower, net of costs and attorneys' fees, to be applied to the Obligations.

6. The Borrower shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to the Lender, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Assignment under 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or The Commonwealth of Massachusetts or of any other countries or states as the Lender may from time to time request, and as may be legally required to more completely vest in and assure to the Lender its rights hereunder or in any of the Trademarks, and the Borrower hereby irrevocably authorizes the Lender or its designee, at the Borrower's expense, to execute such documents, and file such financing statements with respect thereto with or without the Borrower's signature, as the Lender may deem appropriate. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Borrower shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be requested by the Lender.

The Lender is hereby irrevocably appointed by the Borrower as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of the Borrower, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Lender may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Lender is hereby authorized to file on behalf of and in the name of the Borrower at the Borrower's sole expense, such financing statement, assignments, documents, and agreements in any appropriate governmental office.

7. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, the Lender may without notice or demand declare this Assignment to be in default and the Lender shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Trademarks at public or private sale. The Lender shall give to the Borrower at least five (5) days' prior written notice (which the Borrower agrees is "reasonable notification" within the meaning of Section 9-504(3) of the Uniform Commercial Code) of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

In addition to any other rights of the Lender hereunder, if any Event of Default shall have occurred and be continuing, then at the Lender's sole election (which election shall be evidenced by written notice thereof to the Borrower), the conditional assignment herein shall ripen into and become, without necessity of further action by any party, an absolute assignment by the Borrower to the Lender of the Trademarks, and, without limiting the generality of the foregoing, the Lender shall thereupon have the exclusive right to make, have made, use and sell the marks disclosed and claimed in the Trademarks for the Lender's benefit and account, and for none other.

The Borrower hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Lender's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Lender shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Borrower hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Lender's rights under this Assignment or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Borrower hereby irrevocably waives the benefits of all such laws.

8. Except for notices specifically provided for herein, the Borrower hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Borrower assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment

thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Lender may deem advisable. The Lender shall have no duty as to the protection of the Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Lender may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Lender shall not be deemed to have waived any of its rights upon or under the Obligations or the Trademarks unless such waiver be in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Lender on the Obligations or the Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

9. The Borrower will pay any and all (i) charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of the Lender's counsel incurred by the Lender, in connection with this Assignment, and (ii) fees and disbursements incurred by the Lender in the preparation, execution and delivery of any waiver or consent by the Lender relating to this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any liens, security interests or other rights of the Lender under this Assignment, or under any other documentation heretofore, now, or hereafter given to the Lender in furtherance of the transactions contemplated hereby.

The Borrower agrees to reimburse the Lender for, and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including attorneys' fees and disbursements, except to the extent the foregoing are caused by the gross negligence or willful misconduct of the Lender.

10. The Borrower and the Lender may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby.

11. The Borrower shall hold the Lender harmless from any and all costs, damages and expenses which may be incurred by the Lender or the Borrower in connection with any action or failure to act by the Lender in connection with this Assignment except to the extent that such is caused by the gross negligence or willful misconduct of the Lender.

12. Reference is made to that certain Security Agreement of even date between the Borrowers and the Lender. In the event of a clear and direct conflict between said Security Agreement and this Assignment, the relevant provision of this Assignment shall be deemed to govern such direct conflict.

13. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the United States, and, to the extent that the laws of the United States are not applicable, by the laws of The Commonwealth of Massachusetts (without regard to principles of conflicts of laws). This Assignment is intended to take effect as a sealed instrument.

14. All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

15. Upon payment and performance in full of the Obligations in accordance with their terms and the performance by the Borrower of all of its covenants and agreements with respect thereto and hereunder and under any other instrument securing any of the Obligations, this Assignment shall terminate and the Lender shall execute any reassignments of the Trademarks as may be reasonably necessary.

16. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Assignment and to the provisions so modified or limited, and executed by all the parties hereto.

17. This Assignment and all obligations of the Borrower shall be binding upon the successors and assigns of the Borrower, and shall, together with the rights and remedies of the Lender hereunder, inure to the benefit of the Lender and its successors and assigns. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Borrower acknowledges receipt of a copy of this Assignment. Capitalized terms used herein without definition herein or in the Loan Agreement which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be





SCHEDULE A

TRADEMARK ASSIGNMENT

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>
1. Foreign Autopart	1,013,155 (Federal)	June 10, 1975
2. Foreign Autopart	47,056 (Mass.)	July 23, 1992

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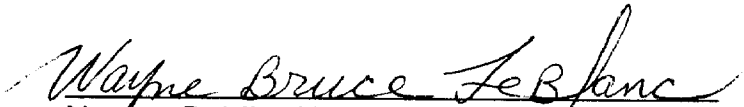
Commissioner of Patents and Trademarks  
January 15, 1999  
Page Two

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

January 15, 1999

Then personally appeared before me the above-named Thomas M. O'Reilly and acknowledged the foregoing release of trademark assignment to be his free act and deed and the free act and deed of State Street Bank and Trust Company.

  
Notary Public, Wayne Bruce LeBlanc  
My commission expires: June 19, 2003