

02-09-1999

FORM PTO-1618A
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OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100961915

2-5-99

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
1-22-99

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

02/08/1999 DWGUYEN 00000192 1506561

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 OP

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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: 1850 FRAME: 0835

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="1,506,561"/>	<input type="text" value="1,601,501"/>	<input type="text" value="1,672,249"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,730,061"/>	<input type="text" value="1,956,602"/>	<input type="text" value="2,108,692"/>
<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.

Michael Barocas

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY INTEREST AGREEMENT

TRADEMARK SECURITY INTEREST AGREEMENT dated as of January 22, 1999 ("Trademark Security Interest Agreement") made by Murray's Discount Auto Stores, Inc., a Michigan corporation (the "Borrower"), to Societe Generale ("SG"), (i) as agent for the Lenders and Issuing Bank under the Revolving Credit Agreement, (ii) as agent for the Lenders under the Term Loan Agreement and (iii) as custodian for the Hedge Bank (SG, in its capacity as Agent under each Credit Agreement and as custodian is hereafter the "Agent").

PRELIMINARY STATEMENTS

1. Reference is made to the Amended and Restated Security Agreement dated as of January 22, 1999 made by the Borrower and certain of its affiliates to the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement. All of the terms and provisions of the Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

2. Pursuant to the terms of the Security Agreement, the Borrower pledged to the Agent for its benefit and the ratable benefit of the Secured Parties, and granted to the Agent for its benefit and the ratable benefit of the Secured Parties, a security interest in, among other things, all of its right, title and interest in and to the Trademark Collateral, which includes the trademark registrations identified on Schedule I hereto.

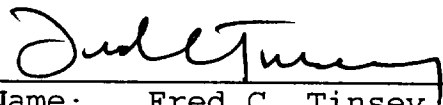
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower hereby pledges to the Agent for its benefit and the ratable benefit of the Secured Parties, and grants to the Agent for its benefit and the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the Trademark Collateral, including without limitation the trademark registrations identified in Schedule I attached hereto and made a part hereof.

This Trademark Security Interest Agreement shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Trademark Collateral are

governed by the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Interest Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

MURRAY'S DISCOUNT AUTO STORES, INC.

By: 
Name: Fred C. Tinsey
Title: Chief Financial Officer

SCHEDULE I

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Registration/ Serial Number</u>	<u>Expiration Date</u>
MURRAY'S DISCOUNT AUTOSTORES & Design	Federal	10/13/87	1,506,561	09/27/08
MURRAY'S DISCOUNT AUTO STORES THE AUTO PARTS SUPERMARKET	Federal	09/02/88	1,601,501	06/12/00
Miscellaneous Design	Federal	02/19/91	1,672,249	01/14/02
WE'RE THE PLACE WITH ALL THE PARTS	Federal	09/16/91	1,730,061	11/03/02
MURRAY (Face Design)	Federal	04/26/95	1,956,602	02/13/01
SUPERPARTS, SUPERPEOPLE, SUPERPRICES	Federal	08/12/96	2,108,692	10/28/07

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Michigan :
 : SS.
COUNTY OF Wayne :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 1st day of Feb, 1999, personally appeared Fred C. Tinsey, who being by me duly sworn, deposes and says that he is the Chief Financial Officer of Murray's Discount Auto Stores, Inc., a Michigan corporation, and that he, being duly authorized so to do, executed the foregoing instrument on behalf of Murray's Discount Auto Stores, Inc.

Mildred Hlad

Notary Public

MILDRED HLAD
Notary Public, Wayne County, MI
My Commission Expires Sept. 6, 2001