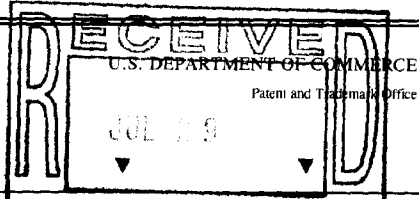


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CSK Auto, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (Arizona)

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Conditional Assignment Of and Security Interest in Trademark Rights

Execution Date: June 30, 1999

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Schedule A

Additional numbers attached? Yes No

1836579

B. Trademark Registration No.(s) See Attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41): \$765.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lori E. Lesser, Esq. [Signature] 7/28/99

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

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

Schedule A

<u>Title of Trademark</u>	<u>Registration/Application Number</u>
1. CREW LINE & Design	1,836,579
2. CSK PROSHOP	75/548,909
3. EXHILARATE	75/548,910
4. FLAG & Design	1,437,622
5. FLAG & Design	1,891,873
6. FLAG & Design	1,431,024
7. FLAG & Design	1,897,306
8. GET THE JOB DONE	1,828,673
9. HEATBEATER & Design	1,641,156
10. ICEBREAKER & Design	1,674,041
11. MAXPOWER & Design	75/266,517
12. MEGA SPARK & Design	1,476,551
13. MEGA SPARK & Design	1,896,782
14. MEGA SPARK PREMIUM	75/640,559
15. MEGA TORQUE & Design	1,446,100
16. MEGA TORQUE	75/641,879
17. MEGA TORQUE	75/641,877
18. MEGA TORQUE	75/641,763
19. PRIORITY PARTS	75/408,577
20. ROADWARRIOR & Design	1,897,306
21. ROADWARRIOR & Design	1,898,833
22. SCHUCK'S & Design	1,318,791
23. SCHUCK'S & Design	1,312,736
24. STREET GEAR & Design	1,856,235
25. THE PLACE TO START FOR PARTS	75/566,896
26. WORKLINE & Design	1,910,975
27. WORKLINE & Design	1,620,867
28. BIG WHEEL	1,199,984
29. BIG WHEEL ROSSI	75/549,319
30. BIG WHEEL ROSSI	75/549,318

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of July 22, 1999 is made by CSK AUTO, Inc., an Arizona Corporation (the "Company"), in favor of The Chase Manhattan Bank, as Administrative Agent (the "Agent") for the several lenders, parties to the Credit Agreement, dated as of October 30, 1996 (the "Original Credit Agreement"), among the Company, Lehman Commercial Paper Inc., as Documentation Agent ("Lehman"), the Lenders and the Agent, as amended by (i) the Amended and Restated Credit Agreement, dated as of December 31, 1997 (the "First Amendment"), among the Company, the several lenders parties thereto, Lehman and the Agent and (ii) the Second Amended and Restated Credit Agreement dated as of June 30, 1999 (the "Second Amendment"), among the Company, the several lenders parties thereto (the lenders to the Second Amendment, the First Amendment and the Original Credit Agreement, collectively, the "Lenders") (the Original Credit Agreement, the First Amendment and the Second Amendment collectively, the "Credit Agreements").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreements, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreements, the Company has executed and delivered a Company Security Agreement, dated as of October 30, 1996 (together with all confirmations, supplements, amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Section 2 to the Security Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Collateral, which includes all Trademarks "now owned or at any time hereafter acquired" by the Company;

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By:  _____

Name: Don W. Watson
Title: Chief Financial Officer & Treasurer

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____
Name:
Title:

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto to the Agent for the benefit of the Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK
as Administrative Agent

By: Neil R. Boylan
Name: **Neil R. Boylan**
Title: **Managing Director**