FORM PTO 1594
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10-15-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Automotive Information Systems, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ 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

☐ 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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: September 30, 1999

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

A. Trademark Application No.(s) **See attached Schedule A**

B. Trademark Registration No.(s) **See attached Schedule A**

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristopher E. Ahrend, 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: 6

7. Total fee (37 CFR 3.41): $165.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 165E

(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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

KEAhrend
Signature

10/13/99
Date

Total number of pages comprising cover sheet: 8

10/18/1999 DNGUYEN 00000258 2189598
01 FC:481 40.00 OP
02 FC:482 125.00 OP

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

Schedule A

Automotive Information Systems, Inc

Trademarks

Title	Reg. No./App. No.
IDENTIFIX	2,189,598
AUTOSHOP ON LINE	2,126,032
AUTOLINE TELEDIAGNOSIS	1,669,743
REPAIR-TRAC	75/603,934
ASK US	75/203,747
DIAGRAMS-ONLINE	75/562,286

9265-0461-08111-999VKTAD-CTH

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of September 30, 1999 is made by AUTOMOTIVE INFORMATION SYSTEMS, INC., a Delaware corporation (the "Grantor"), in favor of The Chase Manhattan Bank, a New York banking corporation, as administrative agent (in such capacity, the "Administrative Agent") for the several lenders, parties to the Credit Agreement, dated as of October 30, 1996 (the "Original Credit Agreement"), among the CSK Auto, Inc., the parent of the Grantor and borrower under the agreement ("Parent"), Lehman Commercial Paper Inc., as documentation agent ("Lehman"), the Lenders and the Administrative Agent, as amended by (i) the Amended and Restated Credit Agreement, dated as of December 31, 1997 (the "First Amendment"), among the Parent, the several lenders parties thereto, Lehman and the Administrative Agent, (ii) the Second Amended and Restated Credit Agreement dated as of June 30, 1999 (the "Second Amendment"), among the Parent, the several lenders parties thereto, and (iii) the Third Amended and Restated Credit Agreement dated as of September 30, 1999 (the "Third Amendment"), among the Parent, the Grantor, the several lenders parties thereto, Lehman and the Administrative Agent (the lenders to the Third Amendment, the Second Amendment, the First Amendment and the Original Credit Agreement, collectively, the "Lenders") (the Original Credit Agreement, the First Amendment, the Second Amendment and the Third Amendment collectively, the "Credit Agreements").

W I T N E S S E T H:

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

WHEREAS, pursuant to the Agreement and Plan of Merger ("Merger"), dated as of August 17, 1999, Grantor merged with AIS Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Parent ("Acquisition"), and thereby became a Domestic Subsidiary (as defined in the Third Amendment) of the Parent;

WHEREAS, pursuant to Section 6.1(h) of the Third Amendment, Parent is required, as a condition to the Third Amendment, to execute a Subsidiary Security Agreement for each of its respective Domestic Subsidiaries;

WHEREAS, Grantor has executed and delivered a Subsidiary Security Agreement, dated as of September 30, 1999 (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 Subsidiary Security Agreement, the Grantor pledged and granted to the Administrative 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 Grantor;

WHEREAS, pursuant to the foregoing, the Grantor 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 Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative 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 recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Grantor 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 (including, without limitation, those items listed on Schedule A hereto) to the Administrative Agent for the benefit of the Administrative 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 Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Copyright 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 Grantor 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.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

IN WITNESS WHEREOF, the Grantor 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.

AUTOMOTIVE INFORMATION SYSTEMS, INC.

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

THE CHASE MANHATTAN BANK
as Administrative Agent

By:_____
Name:
Title:

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IN WITNESS WHEREOF, the Grantor 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.

AUTOMOTIVE INFORMATION
SYSTEMS, INC.

By:_____
Name:
Title:

THE CHASE MANHATTAN BANK
as Administrative Agent

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

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STATE OF AZ)
) ss:
COUNTY OF Maricopa)

On the 30th day of Sept, 1999, before me personally came Don W. Watson, who is personally known to me to be the Chief Financial Officer of Automotive Information Systems, Inc., a Minnesota corporation; who, being duly sworn, did depose and say that _he is the Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that _he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that _he acknowledged said instrument to be the free act and deed of said corporation.

Esperanza Ross
Notary Public

[Notary Seal]

OFFICIAL SEAL
ESPERANZA ROSS
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Aug. 15, 2002

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STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 30th day of September, 1999, before me personally came Neil R. Boylan, who is personally known to me to be the Managing Director of The Chase Manhattan Bank, a New York corporation; who, being duly sworn, did depose and say that he is the _____in such corporation, the corporation described in and which executed the foregoing instrument; that _he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that _he acknowledged said instrument to be the free act and deed of said corporation.

Elsa V. Griffith
Notary Public

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2001

[Notary Seal]

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