



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101862707

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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):

Western Auto Supply Company
5673 Airport Road
Roanoke, VA 24012

09/26/01

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 2, 1999

2. Name and address of receiving party(ies)

Name: Laralev, Inc.

Internal Address: _____

Street Address: 103 Foulk Road, Suite 270

City: Wilmington State: DE Zip: 19803

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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)

B. Trademark Registration No.(s)

1,242,721 1,956,753 837,072
255,631 1,715,139

Additional number(s) attached Yes No

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

Name: Tara A. Branscom, Esq.

Internal Address: Flippin, Densmore, Morse & Jessee

Street Address: 1800 First Union Tower
Drawer 1200

City: Roanoke State: VA Zip: 24006

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach 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.

Tara A. Branscom
Name of Person Signing

T.A. Branscom
Signature

9/25/01
Date

Total number of pages including cover sheet, attachments, and document: 10

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

10/03/2001 LMUELLER 00000033 1242721

01 FC:481 40.00 DP
02 FC:482 100.00 DP

Refund Ref: 10/03/2001 LMUELLER 0000110558

CHECK Refund Total: \$60.00

ASSET TRANSFER AND ASSIGNMENT AGREEMENT

THIS ASSET TRANSFER AND ASSIGNMENT AGREEMENT is entered into as of the 2nd day of January, 1999 (this "Agreement"), by and between ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Advance"), LARALEV, INC., a Delaware corporation ("LARALEV") and WESTERN AUTO SUPPLY COMPANY, a Delaware corporation ("Western Auto").

RECITALS

A. Western Auto is the owner of certain assets relating to the operation of retail stores under the name "Parts America" (the "Parts America Business").

B. Western Auto desires to transfer to Advance, and Advance wishes to accept the transfer of, certain assets and liabilities related to the Parts America Business, as more fully described herein.

C. Western Auto desires to transfer to LARALEV, and LARALEV wishes to accept the transfer of, certain intellectual property used in the Parts America Business, as more fully described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on the terms and subject to the conditions of this Agreement, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms.

The following capitalized terms when used herein shall have the following meanings (such terms to be equally applicable to both the singular and the plural forms of the terms defined):

"Agreement" is defined in the preamble.

"Assumed Liabilities" has the meaning set forth in Section 2.5.

"Closing Date" means January 2, 1999.

"Contracts" means, collectively, all contracts, agreements, leases (whether of personal or real property), commitments, insurance policies and other obligations of Western Auto, whether written or oral, including the Assigned Contracts defined in Section 2.4, and the Excluded Contracts, defined in Section 2.3.

"Excluded Assets" is defined in Section 2.3.

"Excluded Liabilities" has the meaning set forth in Section 2.6.

"Transferred Assets" is defined in Section 2.1.

ARTICLE II TRANSFER AND ASSIGNMENT OF ASSETS

Section 2.1 Transfer of Assets to Advance.

Section 2.2 Transfer of Assets to LARALEV. Upon the terms and subject to the conditions of this Agreement, Western Auto hereby quitclaims, transfers and conveys to LARALEV, and LARALEV hereby accepts from Western Auto, all right, title and interest of Western Auto in and to the registered and unregistered trademarks, trade names, patents and copyrights owned by Western Auto or used by Western Auto in the conduct of the Parts America Business including, without limitation, the trademarks and patent application listed on Schedule 2.2, and excepting trademarks or trade names that are Excluded Assets.

Section 2.3 Excluded Assers. Notwithstanding anything to the contrary set forth in Section 2.1, the Acquired Assets shall not include any of the following assets, properties and rights of Western Auto (collectively, the "Excluded Assets"):

Section 2.4 Assignment.

Section 2.5 Assumed Liabilities.

Section 2.6 Excluded Liabilities.

ARTICLE III
MISCELLANEOUS

Section 3.1 No Additional Representations. Advance hereby affirms that it has not relied upon any representation or warranty, express or implied, made by Western Auto as to the Parts America Business or the Acquired Assets other than as expressly set forth in this Agreement, and Western Auto shall not be liable to Advance or any other person as the result of Advance's or such other person's reliance on such other information. Western Auto makes no representation or warranty regarding the Parts America Business or the Acquired Assets, and the Acquired Assets are being transferred "AS IS."

Section 3.2 Cooperation.

Section 3.3 Entire Agreement. This Agreement, together with the Schedules hereto, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersede all prior oral and written, and all contemporaneous oral, negotiations, agreements and understandings between the parties.

Section 3.4 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Advance and Western Auto. No right or power of a party shall be deemed to have been waived by any act or conduct of such party unless such party expressly waives such right or power in a writing signed by such party.

Section 3.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Section 3.6 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by Applicable Law.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on its behalf and shall be effective as of the day and year first written above.

ADVANCE STORES COMPANY,
INCORPORATED

By: *Barnett E. Smith*
Name: Barnett E. Smith
Its: President and Chief Executive Officer

LARALEV, INC.

By: *[Signature]*
Name:
Its:

WESTERN AUTO SUPPLY COMPANY

By: *J. O'Neil Leptwisch*
Name: J O'NEIL LEPTWISCH
Its: Senior Vice President and
Chief Financial Officer

Schedule 2.2
Parts America Trademarks

<u>Mark</u>	<u>Registration Number</u>
American Spirit	1,242,721
Auto America (and Design)	1,820,152
Benny's Carports Outlet	1,164,998
Guarantee Auto	1,180,032
Just Can't Get Along Without My Wheels	1,851,789
Low Price Good Advice	1,310,585
Low Price Good Advice	1,404,476
Midland	895,483
Midland	927,123
Nationwise	1,322,659
Nationwise	1,323,970
Nationwise (and Design)	1,322,658
Nationwise Auto Parts (and Design)	1,188,492
Parts America	75/470,450
Parts America (and Design)	1,700,944
Patriot	1,261,662
Pro-Control	2,046,221
Revelation	705,133
Revelation	754,867
Sentry	255,631
Sport GI	1,802,663
Streethawk	74/608,717
Taking Care of People Who Take Care of Cars	1,471,052
Tire America	1,249,311

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Tire Source	1,956,753
Tough One	1,715,139
Toughmaster	1,671,684
Western Flyer	289,857
Western Flyer	440,857
Wheels Discount Auto Supply Store	1,395,360
Wizard	837,072

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