

Name of conveying party(ies): Parts Warehouse, Inc.

FINANCE SECTION

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
X Corporation-State DE 4-7-03
Other

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

Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
X Other Assignment for Security

Execution Date: March 27, 2003

2. Name and address of receiving party(ies)

Name: Bank One, NA, as agent

Internal Address:

Street Address: 120 S. LaSalle

City: Chicago State: IL ZIP: 60603

☐ Individual(s) citizenship
X Association National Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

04/09/2003 6TON11 00000037 76385763

DO NOT USE THIS SPACE

01 FC-A5-1

40.00 DP

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.

Laura Konrath

Name of Person Signing

Signature

Date

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

Continuation
Item 4

TRADEMARK SECURITY ASSIGNMENT SCHEDULE

Parts Warehouse, Inc.

PVI	USA	76/385,763		REGISTERED
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Parts Warehouse, Inc., a Delaware corporation, (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule "A", which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Loan and Security Agreement, dated March 27, 2003 (as amended, restated or modified from time to time, the "Loan and Security Agreement" capitalized terms used herein and not defined herein shall have their meanings as set forth in the Loan and Security Agreement), with Bank One, NA, as the arranger and administrative agent for certain lenders (the "Lenders") under the Loan and Security Agreement (in such capacity the "Assignee");

WHEREAS, pursuant to the Loan and Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of Assignee and each of the Lenders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired trademarks and service marks and the applications and registrations thereof, including without limitation the Trademarks and related registrations and applications set forth on Schedule "A" attached hereto (collectively, the "Collateral"), in order to secure the prompt repayment of the Obligations and the Guaranteed Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants (i) to the Assignee for the benefit of the Revolving Lenders, a continuing first priority security interest in the Collateral in order to secure the prompt repayment of the Revolver Obligations, the Guaranteed Revolver Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents, and (ii) to the Assignee for the benefit of the Term Loan Lenders, a continuing second priority security interest in the Collateral in order to secure the prompt repayment of the Term Loan Obligations, the Guaranteed Term Loan Obligations and the due performance and observance by Assignor of all of its other obligations from time to time existing in respect of the Loan and Security Agreement and all other Loan Documents. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 27, 2003.

PARTS WAREHOUSE, INC.

By: [Signature]
Name: William Guzik
Title: Senior V.P.

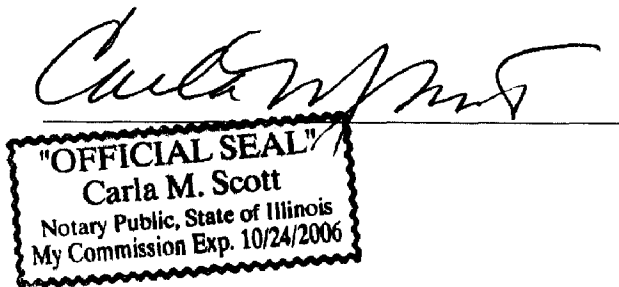
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Cook

ss.:

On this 27th day of March 2003, before me, the undersigned, personally appeared William Guzik, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[NOTARY SEAL]



TRADEMARK SECURITY ASSIGNMENT SCHEDULE

Parts Warehouse, Inc.

PWI	USA	76/385,763		REGISTERED
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