

RECORDED

06-24-2003

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102480338

6-24-03

To the Honorable Commissioner

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 JPMorgan Chase Bank, as Administrative Agent
 270 Park Avenue
 NY, NY 10017

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

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

2. Name and address of receiving party(ies):
 Name: Parts Distributing Company, Ltd.
 Internal Address: _____
 Street Address: 8708 Technology Forest Place, Ste. 125
 City: The Woodlands State: TX ZIP: 77381

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

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest in Trademarks

Execution Date: June 12, 2003

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____

 Street Address: 400 Seventh Avenue, N.W., Suite 101

 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

RECEIVED
 2003 JUN 24 PM 2:15
 ASSIGNMENT DIV

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

Stephen Brecher, Esq. [Signature] June 20, 2003
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 4

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

06/25/2003 6TON11 00000041 1917671
 01 FC:8521 40.00 OP

TRADEMARK
 REEL: 002760 FRAME: 0953

Exhibit A

Patents

None.

Trademarks

Trademark	Registration Number	Date Filed	Reel/Frame
Powerproducts the Heavy Duty Connection	1,917,671	July 26, 1993	2010/0001

Copyrights

Assignor has not registered any copyrights but claims any common law copyright applicable to matters published by it, including but not limited to, reports to investors, news releases, product brochures and data sheets, labels, packaging material, and product designs.

RELEASE

Reference is made to (i) that certain Credit Agreement dated as of September 30, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among FleetPride Corporation (*formerly known as* City Truck Holdings, Inc.), a Delaware corporation ("**Holdings**"), FleetPride, Inc. (*formerly known as* HDA Parts System, Inc.), an Alabama corporation (the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "**Lenders**"), First Union National Bank, as documentation agent, Credit Suisse First Boston, as syndication agent, Chase Securities Inc., as advisor, lead arranger and book manager, and JP Morgan Chase Bank (*formerly known as* The Chase Manhattan Bank), as administrative agent (in such capacity, the "**Assignee**") and (ii) that certain Guarantee and Collateral Agreement dated as of September 30, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**") made by Holdings, the Borrower, Parts Distributing Company, Ltd. (the "**Assignor**") and certain of the Borrower's other subsidiaries in favor of the Assignee. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Collateral Agreement.

The Assignee unconditionally releases, without recourse and without any representation or warranty of any kind, all of the Assignee's right, title and interest in and to all of Assignor's Intellectual Property, including, without limitation:

(a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in attached Exhibit A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Exhibit A, and (iii) all rights to obtain any reissues or extensions of the foregoing (collectively, "**Patents**");

(b) all agreements, whether written or oral, providing for the grant by any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in attached Exhibit A;

(c) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in attached Exhibit A, and (ii) the right to obtain all renewals thereof (collectively, "**Trademarks**");

(d) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Exhibit A;

(e) (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Exhibit A), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain any renewals thereof (collectively, "**Copyrights**");

(f) any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Exhibit A), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

[Remainder of page intentionally left blank.]

Dated as of June 12 2003.

JP MORGAN CHASE BANK

By: [Signature]
Name:
Title:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing Release was acknowledged before me this 12 day of June 2003, by Anna Marie Green the Managing Director of JP Morgan Chase Bank, on behalf of such association.

[Signature]
Notary Public

My commission expires: _____

ARLENE N. GIBBS
Notary Public, State of New York
No. 01GI6025531
Qualified in Nassau County
Commission Expires June 1, 20 07