FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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08-13-2003

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

3-31-03

To the Honorable Commissioner ...e attached original documents or copy thereof.

1. Name of conveying party(ies):

Advance Merchandising Company, Inc.
Advance Stores Company, Incorporated
Western Auto Supply Company

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

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Intellectual Property Supplement

Execution Date: March 12, 03

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

A. Trademark Application No.(s)

Please see attached.

B. Trademark Registration No.(s)

Please see attached.

1792873

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corp.

Street Address: 1030 15th Street, NW
Suite 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....$215-00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

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.

Maha Hussain
Name of Person Signing

Signature

3/20/03
Date

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

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

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 1

ADVANCE MERCHANDISING COMPANY, INC.

TRADEMARKS

Name of Registered Owner	Trademark	Application Serial Number	File Date	Registration Number	Registration Date
Advance Merchandising Company, Inc.	INFO-TRAK			1,792,873	09/14/1993
Advance Merchandising Company, Inc.	LASTACELL			1,494,948	07/05/1988
Advance Merchandising Company, Inc.	TRAK AUTO			1,168,761	09/08/1981
Advance Merchandising Company, Inc.	TRAK			1,574,103	01/02/1990
Advance Merchandising Company, Inc.	TRAK AUTO & design			1,418,151	11/25/1986
Advance Merchandising Company, Inc.	TROUBLE FREE			1,490,825	06/07/1988
Advance Merchandising Company, Inc.	TROUBLE FREE			2,133,425	01/27/1998

NOTE: MARKS ASSIGNED BY TRAK AUTO CORPORATION TO ADVANCE STORES COMPANY INCORPORATED BY ASSIGNMENT DATED JULY 26, 2002. RECORDATIONS WITH THE PTO TO BRING THE OWNER OF RECORD CURRENT ARE IN PROGRESS.

SECURITY AGREEMENT SUPPLEMENT
SCHEDULE 2

ADVANCE MERCHANDISING COMPANY, INC.

TRADEMARKS

Name of Registered Owner	Trademark	Application Serial Number	File Date	Registration Number	Registration Date
Advance Merchandising Company, Inc.	DISCOUNT AUTO PARTS & design			2,539,168	02/19/2002

SUPPLEMENT dated as of March 12, 2003, to the Security Agreement dated as of November 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*") , among ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation (the "*Borrower*"), ADVANCE AUTO PARTS, INC., a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (collectively, with Holdings and the Borrower, the "*Grantors*") and JPMORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), a New York banking corporation ("*JPMCB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of November 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the lenders from time to time party thereto (the "*Lenders*") and JPMCB, as administrative agent and collateral agent for the Lenders.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. Pursuant to Section 4.04 of the Security Agreement, each Grantor authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement the Security Agreement by supplementing Schedule II, III, IV or V thereto or adding additional schedules thereto to specifically identify any asset or item that the Collateral Agent reasonably believes constitute Copyrights, Licenses, Patents or Trademarks. The Grantors have identified additional Copyrights, Licenses, Patents or Trademarks as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in order to facilitate a supplemental filing to be made by the Collateral Agent with the United States Patent and Trademark office.

Accordingly, the Collateral Agent and each of the undersigned Grantors agree as follows:

SECTION 1. (a) Schedule V of the Security Agreement is hereby supplemented by the information set forth in Schedules 1, 2 and 3 hereto.

SECTION 2. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract. This Supplement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement. This Supplement shall be construed as a separate Supplement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder. Delivery of an executed signature page to this Supplement by facsimile or

other electronic transmission shall be effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the undersigned Grantors hereby represents and warrants that the information set forth on Schedules 1, 2 and 3 hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The undersigned Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Security Agreement as of the day and year first above written.

ADVANCE STORES COMPANY, INCORPORATED

by Jeffrey T Gray

Name: Jeffrey T Gray
Title: SVP Controller

ADVANCE AUTO PARTS, INC.

by Jeffrey T Gray

Name: Jeffrey T Gray
Title: SVP Controller

ADVANCE MERCHANDISING COMPANY, INC.

by Jeffrey T Gray

Name: Jeffrey T Gray
Title:

WESTERN AUTO SUPPLY COMPANY

by Jeffrey T Gray

Name: Jeffrey T Gray
Title:

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TRADEMARK
REEL: 002799 FRAME: 0704

Signature Page to Security Agreement Supplement

JPMORGAN CHASE BANK,
as Collateral Agent,

by

Name:
Title: Neil R. Boylan
Managing Director

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