

RECORDATION
TRADE

09-16-2003



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

Tab settings → → →

102552039

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

1. Name of conveying party(ies):

CSK Auto, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 20, 2003

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ 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

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

A. Trademark Application No.(s)

75/640,559 ; 75/641,879 ; 75/641,763 ; 75/641,877

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional number(s) attached? ☒ Yes ☐ No

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

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

24

7. Total fee (37 CFR 3.41): _____ \$615.00

- ☐ Enclosed
☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

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

09/16/2003 DBYRNE 00000194 75640559

DO NOT USE THIS SPACE

01 EC:0521 40.00 BP
02 PC:0521 575.00 OP

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.

Alison Winick, Esq.
Name of Person Signing

[Signature]
Signature

9/15/03
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 002824 FRAME: 0748

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

Title	Reg. No.
BIG WHEEL ROSSI	2,580,562
BIG WHEEL ROSSI	2,596,506
CSK PROSHOP	2,516,092
FLAG and Design	1,437,622
FLAG AUTOMOTIVE PRODUCTS and Design	2,391,098
GRAND CUSTOM	1,223,060
GRAND PRO	1,232,522
MAXPOWER	2,218,174
MEGA-SPARK	1,476,551
MEGA TORQUE and Design	1,446,100
PARTS CONNECTION	1,812,497
PARTS CONNECTION	2,296,357
PARTSTAR	2,357,170
PARTWISE	1,795,488
PRIORITY PARTS	2,270,367
SCHUCK'S	1,318,791
SCHUCK'S and Design	1,312,736
SILVER WHEELS SIXTY-TWO PLUS CLUB MEMBERSHIP and Design	2,323,838
THE PLACE TO START FOR PARTS	2,370,069
WEATHER GARD	1,233,187

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of June ~~20~~ 2003 is made by CSK AUTO, INC., an Arizona corporation (the “Grantor”), in favor of JPMORGAN CHASE BANK, as administrative agent, (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of June 20, 2003 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CSK AUTO, INC. (“Borrower”), the Lenders, the Administrative Agent, BANK OF AMERICA, N.A. and U.S. BANK N.A., as co-documentation agents, and CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH, as syndication agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the other signatories thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of June 20, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks now owned or at any time hereafter acquired by the Grantor in which the Grantor now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrower 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 Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. 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 now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (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 Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral 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. Borrower 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 Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

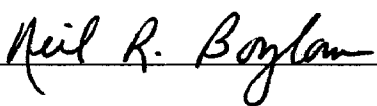
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By: 
Name: LON B. NOVATT
Title: Senior Vice President

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

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

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
BIG WHEEL ROSSI	Federal	35	75/549,319	6/18/2002	2,580,562
BIG WHEEL ROSSI	Federal	37	75/549,318	7/23/2002	2,596,506
CHECKER (1)	N/A	N/A	N/A	N/A	N/S
CREW LINE & Design	China	8	N/A	06/10/1997	970057845
CREW LINE & Design	Taiwan	8	(2)	(2)	(2)
CSK PROSHOP	Federal	35	75/548,909	12/11/2001	2,516,092
EXPRESS PARTS	California	101	N/A	08/30/1993	42436
EXPRESS PARTS	Idaho	101	N/A	04/09/1993	13947
EXPRESS PARTS	Nevada	101	N/A	04/05/1993	(3)
EXPRESS PARTS	Washington	35	N/A	04/08/1993	22112
FLAG & Design	Federal	1	596,382	04/28/1987	1,437,622
FLAG & Design	Federal	4	596,382	04/28/1987	1,437,622
FLAG & Design	Federal	4	75/659,393	10/03/2000	2,391,098
FOREVER WARRANTY	California	101	N/A	08/30/1993	42435
FOREVER WARRANTY	Idaho	101	N/A	04/09/1993	13948
FOREVER WARRANTY	Nevada	101	(3)	04/05/1993	(3)
FOREVER WARRANTY	Washington	35	N/A	04/08/1993	22113
GENERAL AUTOMOTIVE WAREHOUSE	Nevada	101	(3)		(3)
GRAND CUSTOM	Federal	2 & 12	346,845	01/11/1983	1,223,060
GRAND PRO	Federal	7 & 12	347,078	03/29/1983	1,232,522
GRAND & Design	Washington	35	N/A	01/30/1990	19505
GRAND AUTO	Nevada	101	(3)		(3)
GRAND TIRE & RUBBER	Nevada	101	(3)		(3)
MAXPOWER	Federal	7	75/266,517	01/19/1999	2,218,174
MEGA SPARK	Federal	7	73/628,737	02/16/1988	1,476,551
MEGA SPARK & Design	China	7	N/A	06/10/1997	970057843
MEGA SPARK & Design	Taiwan	7	86700867	06/14/1997	839745
MEGA SPARK & Design	China	9	N/A	06/10/1997	970057844
MEGA SPARK & Design	Taiwan	9	86700868	06/14/1997	835117
MEGA SPARK & Design	China	12	N/A	06/24/1997	970064340
MEGA SPARK & Design	Taiwan	12	86700869	06/14/1997	833268
MEGA SPARK PREMIUM	Federal	7	75/640,559	(2)	(2)
MEGA TORQUE & Design	Federal	9	73/618,779	07/07/1987	1,446,100
MEGA TORQUE	Federal	7	75/641,879	(2)	(2)
MEGA TORQUE	Federal	9	75/641,763	(2)	(2)
MEGA TORQUE	Federal	12	75/641,877	(2)	(2)
PARTS CONNECTION	Federal	42	74/289,328		1,812,497
PARTS CONNECTION	Federal	35	75/179,688	11/30/1999	2,296,357
PARTS CONNECTION	Washington	42	N/A	10/08/1996	25494

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
PARTS PRO	Washington	42	N/A	03/08/1995	24895
PARTSTAR	Federal	35	75/663,751	06/13/2000	2,357,170
PARTWISE	Federal	7	74/260,135	09/28/1993	1,795,488
PRIORITY PARTS	Federal	35	75/408,577	08/17/1999	2,270,367
SCHUCK'S	Federal	1	73/439,546	02/12/1985	1,318,791
SCHUCK'S	Federal	12	73/439,546	02/12/1985	1,318,791
SCHUCK'S	Federal	7	73/439,546	02/12/1985	1,318,791
SCHUCK'S & Design	Federal	42	73/439,372	01/01/1985	1,312,736
SILVER WHEELS & Design	Federal	36	75/621,679	2/29/2000	2,323,838
STREET GEAR & Design	China	12	N/A	06/10/1997	970057840
STREET GEAR & Design	Taiwan	12	(2)	(2)	(2)
SUPER TIRE	Nevada	101	(3)		(3)
THE PLACE TO START FOR PARTS	Federal	35	75/566,896	7/25/2000	2,370,069
WEATHER GARD	Federal	1	346,843	04/05/1983	1,233,187
WORKLINE & Design	China	8	N/A	06/10/1997	970057841
WORKLINE & Design	China	9	N/A	06/10/1997	970057842
WORKLINE & Design	Taiwan	9	(2)	(2)	(2)

(1) See Trademark Licenses.

(2) Application for Trademark filed; no Registration Number or Certificate issued as of this date.

(3) No Registration Numbers for Nevada trademarks.