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09-16-2003

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



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Tab settings → → →

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

1. Name of conveying party(ies):

Automotive Information Systems, Inc.

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

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

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

3. Nature of conveyance:

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

Execution Date: **June 20, 2003**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,189,598 ; 2,126,032 ; 2,311,556 ; 2,482,913

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: _____

4

7. Total fee (37 CFR 3.41): _____ \$115.00

- ☐ 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 00000196 2183598

01 FC:8521 40.00 OP
02 FC:8522 75.00 OP

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.

Alison Winick, Esq.
Name of Person Signing

Signature

9/15/03
Date

Total number of pages including cover sheet, attachments, and document: **5**

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

TRADEMARK
REEL: 002825 FRAME: 0338

**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 AUTOMOTIVE INFORMATION SYSTEMS, INC., a Minnesota 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., an Arizona corporation ("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, 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, Grantor 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 Grantor 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. Grantor 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.

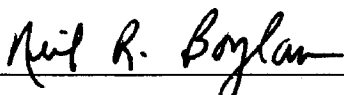
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

AUTOMOTIVE INFORMATION SYSTEMS, INC.

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

JP MORGAN CHASE BANK
as Administrative Agent for the Lenders

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

SCHEDULE A

U.S. Trademarks Registrations and Applications

IDENTIFIX (Certificate of Registration No. 2,189,598)

AUTOSHOP ON LINE (Certificate of Registration No. 2,126,032)

REPAIR-TRAC (Certificate of Registration No. 2,311,556)

AUTOLINE and Design (license to use subject to Settlement Agreement between Autoline Industries, Inc. and AIS)

DIAGRAMS-ONLINE (Certificate of Registration No. 2,482,913)