

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walt's Radiator & Muffler, Inc.		03/21/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Walt's Radiator & Muffler, LLC		
Street Address:	2588 Pacific Highway East		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98424		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1993611	WALT'S	
Registration Number:	1339527	WALT'S RADIATOR MUFFLER	
CORRESPONDENCE DATA			
Fax Number:	(206)587-2308		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	jbim@cairncross.com		
Correspondent Name:	Joong-Bin Im, CAIRNCROSS & HEMPELMANN		
Address Line 1:	524 Second Avenue, Suite 500		
Address Line 4:	Seattle, WASHINGTON 98104		
NAME OF SUBMITTER:	Joong-Bin Im		
Signature:	/jbim/		
Date:	04/04/2005		
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ASSIGNMENT OF SERVICEMARKS

THIS ASSIGNMENT is made effective as of the 21 day of March, 2005, from Walt's Radiator & Muffler, Inc., a Washington corporation ("*Assignor*"), to Walt's Radiator & Muffler, LLC, a Washington limited liability company ("*Assignee*").

Recitals

Whereas, Assignor adopted, used and registered with the United States Patent and Trademark Office the servicemarks "**WALT'S RADIATOR MUFFLER**" (Registration No. 1,339,527) and "**WALT'S**" (Registration No. 1,993,611) (collectively, the "*Marks*");

Whereas, Assignor entered into a purchase and sale agreement, dated September 18, 2002 (the "*Purchase Agreement*"), with Allied Manufacturing, Inc., a California corporation ("*Allied*"), to sell substantially all of the assets of Assignor ("*Assets*") to Allied as part of Assignor's bankruptcy proceedings;

Whereas, Assignor and Allied intended the sale of Assets to include the Marks;

Whereas, on or about September 30, 2002, Allied formed Assignee, as its wholly owned subsidiary, to carry on the business of Assignor;

Whereas, Assignee is now desirous of acquiring the Marks and the registrations thereof; and

Whereas, Pivotal Solutions, Inc., as the Trustee of the WRM, Inc. Liquidating Trust, is authorized to transfer, assign or otherwise dispose of the assets of Assignor, pursuant to the WRM, Inc. Liquidating Trust Agreement, effective October 20, 2002, attached hereto as Exhibit 1.

Assignment

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business, if any, symbolized by the Marks, and together with all rights of action, powers and benefits in and to the Marks, due or accrued, including the right to sue for and recover in Assignee's own name and that of its successors and assigns, all rightful injunctive relief, damages, profits, costs and attorney fees arising out of past infringement of the Marks, or injury to the related goodwill.

ASSIGNOR

WALT'S RADIATOR & MUFFLER, INC.

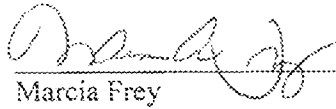
By: Pivotal Solutions, Inc.,
as Trustee of the WRM, Inc. Liquidating Trust

By: 
Richard A. Hooper, President

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 28th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard A. Hooper, who, being by me first duly sworn, declared that he is the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.





Marcia Frey
NOTARY PUBLIC in and for the State of
Washington,
residing at Seattle
My commission expires 6/12/06

WRM, INC. LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the "Trust Agreement") is made by Walt's Radiator & Muffler, Inc. (the "Debtor" or the "Settlor"), debtor in Bankruptcy Case No. 02-41900 (the "Bankruptcy Case"), pending in the United States Bankruptcy Court for the Western District of Washington at Tacoma (the "Bankruptcy Court"), and Pivotal Solutions, Inc. ("PSI") as trustee ("Trustee"), by and through PSI's officers, Richard A. Hooper and Marcia Frey. Unless expressly defined in this Trust Agreement, capitalized terms shall have the meaning described in the Debtor's First Amended Plan of Reorganization for the Debtor Pursuant to Chapter 11 of the United States Bankruptcy Code ("Plan"), as amended from time to time.

WITNESSETH:

WHEREAS, on or about September 30, 2002 the Bankruptcy Court confirmed the Plan as implemented by Alternative B (Going Concern Sale);

WHEREAS, the Plan provides for the creation of an irrevocable plan trust for the benefit of the holders of Allowed Claims (collectively, the "Trust Beneficiaries" or "Beneficiaries");

WHEREAS, this Trust Agreement is executed in accordance with Treas. Reg. § 301.7701-4(a) and (d) to establish a trust to be known as the "WRM, Inc. Liquidating Trust", the sole purpose of which is to facilitate the implementation of the Plan and not to engage in the conduct of an active trade or business;

WHEREAS, the corpus of the Liquidating Trust and all income earned thereon remaining after the satisfaction of all trust expenses and liabilities shall be used solely for the purpose of paying Debtor's Claimants' Allowed Claims in accordance with the Plan; and

WHEREAS, the parties to this Agreement desire that the Liquidating Trust created pursuant to this Trust Agreement qualify as a creditor trust in accordance with Treas. Regs. §

301.7701-4(d) and that on qualification, the Liquidating Trust shall be taxed as a grantor trust under and in accordance with the relevant provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of this Trust Agreement and the Plan, the Settlor and Trustee have executed this Trust Agreement for the sole benefit of the Trust Beneficiaries and no other party as follows:

ARTICLE I

GRANT, ACCEPTANCE, NAME AND DEFINITIONS

1.1 Grant.

(i) The Debtor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto the Liquidating Trust the Trust Property, in trust, for the benefit of the Trust Beneficiaries, and subject to the terms and provisions set out in this Trust Agreement and in the Plan, which are incorporated herein by reference. To the extent that any law, regulation or contractual provision prohibits the transfer of ownership of any of the Trust Property from the Debtor to the Liquidating Trust, or if for any reason the Debtor shall retain or receive at any point any property that is included in or intended under the Plan and this Trust Agreement to be included in the definition of Trust Property, then the Debtor shall and is hereby deemed to hold such property (and any proceeds or products thereof) in trust for the Trust Beneficiaries, and the Debtor shall promptly notify the Trustee of the existence of such property, and shall promptly take such actions with respect to such property as the Trustee shall direct in writing. It is intended that the Trust Property transferred pursuant to this paragraph shall provide the Trust

Beneficiaries with distributions on account of their Allowed Claims pursuant to and in accordance with the Plan.

(ii) For tax purposes, the transfer of the Trust Property will be treated as a deemed transfer to the Trust Beneficiaries followed by a deemed transfer by the Trust Beneficiaries to the Liquidating Trust, in accordance with Rev. Proc. 94-45, 1994-2 C.B. 684. The taxation of the initial transfer from the Beneficiaries to the Liquidating Trust will be guided by the provisions of Sections 61(a)(12), 483, 1001, 1012 and 1274 of the Code.

(iii) The Trustee hereby accepts the Trust Property and the Liquidating Trust created hereunder, subject to the terms and provisions set out below and in the Plan on behalf of and for the benefit of the Trust Beneficiaries.

1.2 Name. The trust created pursuant to the terms hereof shall be known as the "WRM, Inc. Liquidating Trust."

1.3 Certain Terms Defined. For all purposes of this Trust Agreement, the capitalized terms used herein shall have the following meanings:

(a) "Liquidating Trust" or "Trust" shall mean the WRM, Inc. Liquidating Trust, a Washington trust established pursuant to the terms and conditions of the Trust Agreement.

(b) "Liquidating Trust Expense Reserve" means a reserve established from the Trust Property for the payment of fees and expenses incurred by the Trustee (together with professionals retained by the Trustee) in accordance with its obligations under the Plan and this Trust Agreement. Any cash remaining in the account at the time of the final Distribution shall be distributed to the Beneficiaries in accordance with this Trust Agreement and the Plan.

(c) "Post-Confirmation Committee" shall mean the Post-Confirmation Committee established pursuant to Article 13 of this Trust Agreement.

(d) "Reserve Amounts" shall mean a reserve fund retained and set aside in an amount in cash sufficient to ratably satisfy any Disputed Claim as if such Disputed Claim constituted an Allowed Claim in the maximum amount asserted before such interim Distribution is made. Such reserve fund may be made by establishing a separate bank account or by an appropriate bookkeeping entry without the actual transfer of cash. Within twenty (20) days after a Disputed Claim becomes an Allowed Claim (unless otherwise provided by court order), the Trustee shall pay all previous interim Distributions due on the Allowed amount of such previously Disputed Claim. Any amounts reserved for Disputed Claims that are not ultimately paid on account of such Disputed Claims shall be returned to the general funds of the Liquidating Trust for Distribution to all Beneficiaries in accordance with the Plan.

(e) "Trust Agreement" shall mean this Liquidating Trust Agreement as originally executed or as it may from time to time be amended pursuant to the terms hereof.

(f) "Trustee" shall mean Pivotal Solutions, Inc., which is operated by its officers, Richard A. Hooper and Marcia Frey, or any successor Trustee.

(g) "Trust Beneficiaries" or "Beneficiaries" shall mean the holders of Allowed Claims.

(h) "Trust Property" shall consist of all property that is to vest in the Liquidating Trust or that is to be assigned to the Liquidating Trust in accordance with the Plan, including, without limitation, all property of the Debtor's bankruptcy estate under 11 U.S.C. § 541, including including all Causes of Action. The Trust Property shall not include assets sold to Allied Manufacturing, Inc. pursuant to Alternative B (Going Concern Sale) under the Plan. The

Trust Property shall also include interest or other earnings on any of the foregoing. The Trust Property shall not include any assets paid out, distributed or disposed of by the Liquidating Trustee in accordance with this Trust Agreement or the Plan after the date of any such payment, distribution or disposition.

ARTICLE II

NATURE OF TRANSFER

2.1 Purpose of Liquidating Trust. The Liquidating Trust is created solely to implement the terms of the Plan. The purposes of the Liquidating Trust are to manage, conserve and protect the value of the Trust Property for the benefit of the Beneficiaries, including, but not limited to: (i) collecting and liquidating the Trust Property; (ii) pursuing those claims and Causes of Action vested in the Liquidating Trust; and (iii) distributing to the Beneficiaries all proceeds from the liquidation of the Trust Property pursuant to the terms of the Plan. Under no circumstances shall the Trustee, in its capacity as Trustee, have any power to engage in any trade or business or any other activity except as specifically provided herein or otherwise reasonably necessary and advisable for the orderly liquidation and distribution of the Trust Property. The Trustee will make continuing efforts to dispose of the Trust Property, make timely distributions, and not unduly prolong the duration of the Liquidating Trust.

2.2 Grantor Trust. The Liquidating Trust created by this Trust Agreement is intended: (i) as a trust governed and construed in all respects as a creditor trust pursuant to Section 301.7701-4(d) of the United States Treasury Regulations and as a grantor trust in favor of the Beneficiaries pursuant to Section 1.671-4(a) thereof, and (ii) to comply with the requirements of a creditor trust which is a grantor trust, as set forth in Revenue Procedure 94-45, 1994-2 C.B. 684.

2.3 Liabilities of the Debtor. To the extent of available funds, the Trustee, solely for and on behalf of the Liquidating Trust, shall utilize all or such part of the Trust Property as may be necessary to pay any and all Allowed Claims in accordance with the Plan.

2.4 Representative of the Debtor. The Trustee shall be deemed to be a "representative" of the Debtor's estate within the meaning of 11 U. S. C. § 1123(b)(3)(B). All actions on behalf of the Liquidating Trust by the Trustee, shall be for the benefit of the Trust Beneficiaries.

ARTICLE III

BENEFICIARIES

3.1 Rights of Beneficiaries. Each Beneficiary shall be entitled to participate in the rights and benefits due to a Beneficiary hereunder. The interest of each Beneficiary in the Liquidating Trust is declared to be and shall be in all respects personal property of such Beneficiary, and upon the death of an individual Beneficiary, his or her interest shall pass to his or her legal representative and such death shall not terminate the Liquidating Trust or otherwise affect the validity of this Trust Agreement. Each Beneficiary shall have the rights with respect to the Trust Property as are provided by this Trust Agreement and the Plan. No widower, widow, heir, or devisee of any individual who may be a Beneficiary shall have any right of homestead, inheritance, or of partition, or any other right, statutory or otherwise, in any property whatsoever forming a part of the Trust Property, but the whole title to all the Trust Property shall be vested in the Trustee. The sole interest of each Beneficiary shall be the rights and benefits given to such person under the Plan and this Trust Agreement.

3.2 Transfer of Interests of Beneficiaries. No interest of a Beneficiary may be transferred either by the Beneficiary in person or by a duly authorized agent or attorney, or by

the properly appointed legal representative of the Beneficiary, except as otherwise permitted by the Trust Agreement and the Plan. In the event of the transfer of the interest of any Beneficiary as permitted by this Trust Agreement and Plan, the transferee shall take and hold such interest subject to the terms and provisions of this Trust Agreement, and shall give written notice of such transfer to the Trustee. The Liquidating Trust shall not issue certificates or other instruments representing or evidencing the ownership interest of a Beneficiary in the Liquidating Trust. All ownership rights of Trust Beneficiaries shall be as set forth in the books and records of the Liquidating Trust. The Liquidating Trust shall not be liable to or be obligated to pay any transferee of an interest of a Beneficiary for any distributions provided for hereunder unless such transfer is valid under the terms of the Plan and the order confirming same, and until the Trustee both: (i) receives written notice of such transfer together with appropriate assignment and transfer documents signed by both the Beneficiary and the transferee, which sets forth the entirety of the consideration paid; and (ii) upon due investigation, provides written acknowledgment of such transfer on behalf of the Liquidating Trust. The Trustee may require a Beneficiary or his or her duly appointed representative to provide affidavits or other certifications satisfactory to the Trustee that attest to the validity of the transfer, including the authority of the transferor Beneficiary or representative to sign the transfer documents. Further, no Beneficiary shall make any transfer of beneficial ownership interest in the Liquidating Trust except in accordance with this Trust Agreement. Any purported transfer by a Beneficiary in violation of the provisions of this Trust Agreement shall be void and ineffective, and shall not operate to transfer any beneficial interest in the Liquidating Trust. The Trustee shall not record or acknowledge any such purported transfer. No Beneficiary shall make any transfer of a beneficial ownership interest in the Liquidating Trust at any time if such transfer would (i)

constitute a violation of any federal or state securities or "blue sky" laws or the rules or regulations thereunder, on (ii) constitute a violation of this Trust Agreement.

3.3 Beneficiary Information. The Trustee may rely upon information relating to each Beneficiary as it appears in records of the Bankruptcy Court. In the absence of information in Bankruptcy Court records, the Trustee may rely upon information as it appears in records of the Debtor on the Effective Date of the Plan. A Beneficiary may provide address or other information to the Liquidating Trust by notifying it in writing. Upon receipt by the Trustee of appropriate assignment or transfer documents signed by a Beneficiary or his or her duly appointed representative, the Trustee shall record such assignment or transfer on the books and records of the Liquidating Trust and shall treat such transferee as a Beneficiary for all purposes hereunder in accordance with such assignment or transfer from and after the date the Liquidating Trust receives such notice. Thereafter, the Liquidating Trust shall have no further liability or obligation to the transferor Beneficiary unless agreed to by the Liquidating Trust, which shall be under no such obligation.

ARTICLE IV

DURATION OF TRUST

4.1 Duration. The Liquidating Trust shall remain in existence and continue in full force and effect until all of the following shall have occurred: (i) the Trust Property has been reduced to cash or the Trustee has determined that it is impractical or not in the best interest of the Beneficiaries of the Liquidating Trust to reduce Trust Property to cash; (ii) all costs, expenses and obligations incurred in administering the Liquidating Trust have been paid; (iii) the Trust Property has been distributed to the Beneficiaries in accordance with the Plan; and (iv) the Bankruptcy Court has entered a final decree closing the Bankruptcy Case. If the foregoing

events have not occurred within five (5) years after the Confirmation Date (as defined in the Plan), then the Liquidating Trust shall terminate upon the fifth (5th) anniversary of the Confirmation Date. It is specifically provided, however, that the Bankruptcy Court may extend the term of the Liquidating Trust for a finite period of time upon a finding that the extension is necessary to the liquidating purpose of the Liquidating Trust. Each extension of the termination date of the Liquidating Trust must be approved by the Bankruptcy Court before the termination date passes.

ARTICLE V

ADMINISTRATION OF TRUST PROPERTY

5.1 Sale of Trust Property. Subject to the provisions of this Trust Agreement, the Trustee may, at such times and in such manner as he/she may deem appropriate, transfer, assign, or otherwise dispose of all or any part of the Trust Property.

5.2 Pursuit of Causes of Action. Pursuant to 11 U.S.C. § 1123(b)(3)(B), all Causes of Action are assets of the Liquidating Trust. The Trustee is the representative of the Debtor's bankruptcy estate to bring all Causes of Action. All recoveries from the Causes of Action by the Liquidating Trust shall be for the benefit of the Creditors of the Debtor under the Plan and Beneficiaries hereunder as set forth herein and in the Plan. Subject to the provisions of this Trust Agreement, the Trustee shall have the authority to prosecute, compromise, settle, otherwise resolve, discontinue, abandon or dismiss all such Causes of Action on behalf of and for the benefit of the Debtor's creditors. Notwithstanding anything to the contrary herein, the Trustee may abandon or dismiss any Cause of Action valued at \$10,000 or less without Bankruptcy Court order. All cash received by the Liquidating Trust as a result of prosecution or settlement of any Causes of Action or of enforcement of any judgment or order obtained in connection with

any Cause of Action shall be the property of the Liquidating Trust to be distributed in accordance with the terms of the Plan and the Liquidating Trust.

5.3 Payment of Interest to Beneficiaries. The Trustee shall hold the Trust Property without provision for, or the payment of, interest to any Beneficiary, except to the extent prescribed under the Plan.

5.4 Payment of Claims, Expenses and Liabilities and the Reserve Amounts. The Trustee shall pay from the Trust Property all claims, expenses, charges, liabilities, and obligations of the Liquidating Trust, and all liabilities and obligations that the Trustee and the Post-Confirmation Committee, on behalf of the Liquidating Trust, have either specifically agreed to pay or are required to pay under the Plan, together with such transferee liabilities which the Liquidating Trust may be obligated to pay as transferee of the Trust Property, including without limitation, interest, taxes, assessments, and public charges of every kind and nature, and the costs, charges, and expenses connected with or arising out of the execution or administration of this Liquidating Trust, and such other payments and disbursements as are provided in this Trust Agreement or that may be determined to be a proper charge against the Trust Property by the Trustee or by any court of competent jurisdiction. In addition, the Trustee may make provision out of the Trust Property for the Reserve Amounts and the Liquidating Trust Expense Reserve, including present or future claims, expenses and liabilities of the Liquidating Trust, whether fixed or contingent, known or unknown. The Liquidating Trust is not permitted to receive or retain cash or cash equivalents in excess of a reasonable amount to meet Claims and contingent liabilities (including Disputed Claims) or to maintain the value of the assets during liquidation.

5.5 Federal Income Tax Information. As soon as practicable after the close of each calendar year, but in no event later than March 15th following the close of the calendar year, the

Trustee shall mail to each Beneficiary of record during such year, a statement showing information sufficient for each Beneficiary to determine its share of income, deductions and credits for federal income tax purposes in accordance with Sections 1.671-4(a) and 1.671-4(b)(3) of the United States Treasury Regulations.

5.6 Required Filing. The Trustee shall prepare and file with appropriate state and federal agencies and authorities, all such documents, forms, reports and returns (including, but not limited to, state and federal income tax returns) as the Trustee shall, with the advice and assistance of professionals engaged by the Trustee, including, but not limited to, legal counsel and accountants, deem necessary, required or appropriate in connection with the creation, existence, operation or termination of the Liquidating Trust. The Trustee shall file returns for the Liquidating Trust as a grantor trust pursuant to Sections 1.671-4(a) and 1.671-4(b)(3)(ii) of the United States Treasury Regulations.

5.7 Tax Attributes and Tax Characteristics of the Trust. The Beneficiaries of the Liquidating Trust shall be treated as its grantors and deemed owners. The Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Sections 1.671-4(a) or (b) of the United States Treasury Regulations, as appropriate. Accordingly, all earnings of the Liquidating Trust, including earnings retained in reserve accounts, if any, will be allocated to the Beneficiaries on an annual basis and the Beneficiaries shall be responsible to report and pay the taxes due on their proportionate share of the Liquidating Trust income whether or not amounts are actually distributed by the Trustee to the Beneficiaries to pay such taxes. The value of the assets transferred into the Liquidating Trust shall be the fair market value of such assets at the time of such transfer. The assets transferred to the Trust shall be valued consistently by all

parties including, but not limited to, the Debtors and all Beneficiaries, and these valuations will be used for federal income tax purposes.

5.8 Revenue Ruling Requests. The Trustee on behalf of Beneficiaries shall file a ruling request (in accordance with the procedures set forth in Rev. Proc. 94-45, 1994-2 C.B. 684) with the Internal Revenue Service to have the Liquidating Trust classified as a creditor trust as described in Treas. Reg. § 301.7701-4(d). If the ruling request is approved, the Liquidating Trust will qualify for tax treatment as a grantor trust in accordance with the relevant provisions of Subpart E of Part I of Subchapter J of the Code.

ARTICLE VI

DISTRIBUTIONS TO BENEFICIARIES AND RELATED MATTERS

6.1 Allowed Claims. The Trustee shall make the Distributions to the holders of Allowed Claims pursuant to the Plan. The maximum aggregate Distributions to the holders of such Claims shall be payment in full. To the extent of available funds, after setting aside money to fund the Reserve Amounts and the Liquidating Trust Expense Reserve under the Plan and this Trust Agreement, the Trustee shall distribute at least one (1) time each year to the Beneficiaries the net income accrued on the Trust Property through the date of such Distribution plus all of the net proceeds from the disposition of the assets.

6.2 Unclaimed Distribution. The Trustee shall administer unclaimed property in accordance with the Plan. If a holder of an Allowed Claim fails to negotiate a check issued to such holder pursuant to the provisions of the Plan and this Trust within one hundred twenty (120) days of the date such check was issued, then the amount of cash attributable to such check shall be deemed to be an unclaimed Distribution in respect of such Claim and the payee of such check shall be deemed to have no further Claim in respect of such check and shall not participate in any

further Distributions under the Trust or the Plan unless such payee timely requests reissuance of the check pursuant to Section 7.5 of the Plan.

6.3 Inaccurate Address. If a Distribution of cash made pursuant to the Plan and this Trust Agreement to any holder of an Allowed Claim is returned to the Trustee due to an incorrect or incomplete address for the holder of such Allowed Claim, then the Trustee shall use reasonable efforts to obtain an accurate address for such holder. If, after one (1) year from the initial mailing by the Trustee, such reasonable efforts have not produced an accurate address for such holder, or the holder has not provided the Trustee with its current address, then the cash to be distributed to such holder shall be deemed to be an unclaimed Distribution with respect of such Claim and such holder shall be deemed to have no further Claim in respect of such Distribution and shall not participate in any further Distributions under the Trust Agreement or the Plan.

6.4 Tax Withholding. The Liquidating Trust may, but shall be under no obligation to, withhold from any Distribution any amount that it determines must be withheld under applicable law for taxes payable by the person or entity entitled to the Distribution.

6.5 De Minimis Amount. In the event that a Distribution on account of an Allowed Claim is less than ten dollars (\$10.00), the Liquidating Trust need not make such *de minimis* distribution, but may accumulate such Distributions and make a Distribution to the claimant on a Distribution date when the amount to be distributed equals or exceeds \$10.00. If the amount of the final Distribution is less than \$10.00, then the Trustee shall make the Distribution at that time.

6.6 United States Trustee Fees. The Liquidating Trust shall pay all U.S. Trustee fees due and owing under 28 U.S.C. § 1930.

POWERS OF AND LIMITATIONS ON THE TRUSTEE

7.1 Limitations on Trustee. The Trustee shall not do any act or undertake any activity unless he determines, in good faith, that such act or activity is desirable, necessary or appropriate for the management, conservation and protection of the Trust Property. The investment powers of the Trustee are limited to the powers to invest cash portions of the Trust Property in demand and time deposits in banks or savings institutions, or temporary investments such as short-term certificates of deposit or Treasury bills or money market funds. The Trustee shall be restricted to the holding, liquidation and collection of the Trust Property and the payment and Distribution thereof for the purposes set forth in this Trust Agreement and in the Plan, and to the conservation and protection of the Trust Property and administration thereof in accordance with the provisions of this Trust Agreement and the Plan. The Trustee shall not commingle any of the Trust Property with his/her own property or the property of any other Person.

7.2 Specific Powers of Trustee. Subject to the limitations set forth herein, the Trustee shall have the following specific powers in addition to any powers granted by applicable law or conferred upon him by any other provision of this Trust Agreement and the Plan, except as may be considered inconsistent with the Plan, this Trust Agreement, or a trust created in accordance with Treas. Reg. §301.7701-4(d); provided however, that enumeration of the following powers shall not be considered in any way to limit or control the power of the Trustee to act as specifically authorized by any other provisions of this Trust Agreement or the Plan and to act in such manner as the Trustee may deem necessary or appropriate to discharge all obligations of or assumed by the Liquidating Trust or provided herein and to conserve and

protect the Trust Property or to confer on the Beneficiaries the benefits intended to be conferred upon them by this Trust Agreement and the Plan:

- (a) to determine the terms on which the Trust Property or portions thereof should be sold or disposed of, or otherwise converted into cash;
- (b) to collect and receive any and all money and other property of whatever kind or nature due to or owing or belonging to the Liquidating Trust and to give full discharge and acquittance therefor;
- (c) pending sale or other disposition or distribution, to retain any and all of the Trust Property regardless of whether any portion thereof is, or may become, unproductive or a wasting asset. The Trustee shall not be under any duty to reinvest such part of the Trust Property as may be in cash, or as may be converted into cash; nor shall the Trustee be chargeable with interest thereon except to the extent that interest may be paid to the Liquidating Trust on such cash amounts;
- (d) to retain and set aside such funds out of the Trust Property as the Trustee shall deem necessary or expedient to pay or provide for the payment of: (i) unpaid Claims, liabilities, debts or obligations of the Liquidating Trust; (ii) the Reserve Amounts; and (iii) the Liquidating Trust Expense Reserve;
- (e) to do and perform any acts or things necessary or appropriate for the management, conservation and protection of the Trust Property, including acts necessary or appropriate to maintain assets held by the Trustee pending sale or other disposition thereof or distribution thereof to the Beneficiaries, and in connection therewith, to employ such agents, and to confer upon them such authority as the Trustee may deem expedient, and to pay reasonable fees and expenses therefor;

(f) to cause any investment of the Trust Property to be registered and held in the name of the Liquidating Trust;

(g) to prepare, file, assert, commence and prosecute, or continue to prosecute in the case of existing actions, any Causes of Action;

(h) to take such other action, in the name of the Liquidating Trust if required, as the Trustee may deem necessary or desirable to prosecute and resolve Causes of Action;

(i) to settle or compromise Causes of Action;

(j) to take all actions for and on behalf of the Debtors, including but not limited to, the preparation, execution and filing of documents, as the Trustee shall deem necessary, desirable or appropriate in order to complete, conclude and finalize any filing, reporting or other obligations which the Liquidating Trust may have to any state or federal governmental authority, including but not limited to, the Internal Revenue Service;

(k) to enter into such consulting, employment or professional engagement arrangements or otherwise retain such accountants, agents, attorneys, consultants, staff or independent contractors as the Trustee shall deem necessary, desirable and appropriate to enable the Liquidating Trust to accomplish the purposes enumerated in this Trust Agreement and the Plan;

(l) to make the Distributions provided for in the Plan and Liquidating Trust;

(m) to institute or defend actions or declaratory judgments, to substitute the Trustee for the Debtor as the real party in interest in pending litigation, and to take such other action, in the name of the Liquidating Trust if required, as the Trustee may deem necessary or desirable to enforce any instruments, contracts, agreements or Causes of Action relating to or forming a part of the Trust Property;

(n) to have entire control and management of the Trust Property in that the Trustee may also sell any property comprising the Trust Property on such terms and at such times and on such conditions as the Trustee may think best, and the Trustee may execute, acknowledge and record any and all instruments necessary or convenient for the purposes of this Liquidating Trust. The Trustee may make any and all such contracts and do any and all such things as the Trustee deems necessary, desirable or convenient for the maintenance, management and operation of the Liquidating Trust and Trust Property, and is authorized to pay any expenses necessary to the conduct and operation of this Liquidating Trust out of the Trust Property;

(o) to consult with the Post-Confirmation Committee at such times and with respect to such issues relating to the conduct of the Liquidation Trust as the Trustee considers desirable and in accordance with the terms of the Trust Agreement, but in no event less than once every calendar quarter; and

(p) to reconcile, settle or object to Claims against the Debtor.

7.3 Consultation. The Trustee shall consult with the Post-Confirmation Committee in good faith regarding all material issues affecting the Liquidation Trust, including the resolution of Claims objections, the pursuit of Causes of Action, and the disposition of Trust Property. In addition, the Trustee shall obtain approval of the Post-Confirmation Committee regarding proposed budgets for the Liquidation Trust setting forth expected receipts and disbursements for litigation, operations, and other purposes.

ARTICLE VIII

CONCERNING THE TRUSTEE

8.1 Generally. In performing his/her duties, the Trustee may rely on information reasonably believed by him/her to be accurate and reliable.

8.2 Reliance by Trustee. Except as otherwise provided in paragraph 8.1:

(a) the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by him/her to be genuine and to have been signed or presented by the proper party or parties; and

(b) the Trustee may consult with and retain legal counsel and other professionals to be selected by him/her, and the Trustee shall not be liable for any actions taken or suffered by him/her in accordance with the advice of such counsel. The Trustee may also consult with accountants and former consultants or advisors of the Debtor and/or the Official Unsecured Creditors' Committee, and any present and former officers, directors and consultants of the Debtor's affiliates or subsidiaries. The fees of such legal counsel and other professionals for the Trustee shall be provided for and paid from the Liquidating Trust Expense Reserve in accordance with the provisions of the Plan and this Trust Agreement.

8.3 Bond. Upon request of the Post-Confirmation Committee, after review of PSI's present encumbrance, the Post-Confirmation committee may, but is not obligated to, require the Trustee to post a bond, in a form and amount acceptable to the Post-Confirmation Committee. The cost of such bond shall be a cost of administration of the Liquidating Trust.

ARTICLE IX

PERSONS DEALING WITH THE TRUSTEE

9.1 Trustee Not Personally Liable. Except as provided in the Plan, persons dealing with the Trustee shall look only to the Trust Property to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Liquidating Trust. The Trustee shall have no personal or individual obligation to satisfy any such liability.

9.2 Authority of Trustee. Any person dealing with the Trustee shall be fully protected in relying upon the Trustee's certificate signed by the Trustee that such Trustee has authority to take any action under this Trust Agreement.

ARTICLE X

COMPENSATION

10.1 Compensation of Trustee. The Trustee shall be compensated at its customary rates previously approved by this Court for purposes of the financial consultants.

ARTICLE XI

TRUSTEE AND SUCCESSOR TRUSTEE

11.1 Resignation and Removal. The Trustee may resign and be discharged from the Liquidating Trust hereby created upon twenty (20) days written notice to the Post-Confirmation Committee and only with approval of the Bankruptcy Court after filing an appropriate motion in the Bankruptcy Court setting forth the reason therefor. The Trustee may be removed for cause at any time, including, for fraud or willful misconduct in connection with the affairs of the Liquidating Trust, for such physical or mental disability as substantially prevents the Trustee from performing his duties hereunder, or for other cause including breach of fiduciary duty or an unresolved conflict of interest, upon a unanimous vote of the Post-Confirmation Committee without approval by the Bankruptcy Court, or by Trust Beneficiaries holding a majority of Allowed Claims by filing an appropriate motion with and obtaining an order from the Bankruptcy Court directing such removal. In the event of a resignation or removal, the Trustee shall continue to perform his duties hereunder until such a time as a successor is appointed unless he is incapable of doing so or the Bankruptcy Court orders otherwise.

11.2 Appointment of Successor. Should the Trustee resign or be removed, suffer or go through a change in ownership, or should any of its officers die or become incapable of action, a vacancy shall be deemed to exist. In the event of such a vacancy, a successor Trustee shall be appointed by the Post-Confirmation Committee upon a unanimous vote. The Post-Confirmation Committee may appoint a successor Trustee as soon as practicable, but in any event within 90 days after the occurrence of the vacancy or, in the case of resignation, the later of 40 days before the proposed resignation or 40 days after notice of resignation by the Trustee. If the Post-Confirmation Committee fails to appoint a successor Trustee within the prescribed period, any member of the Post-Confirmation Committee or three or more Beneficiaries may seek the appointment of a successor Trustee by obtaining Bankruptcy Court approval of such nominated successor. The compensation, if any, of the successor Trustee shall be as stated in the instrument evidencing such successor Trustee's appointment, unless the Bankruptcy Court orders otherwise.

11.3 Acceptance of Appointment by Successor Trustee. Each successor Trustee appointed hereunder shall execute an instrument accepting such appointment along with providing proof of having obtained a bond in the amount specified in this Trust Agreement. Thereupon, such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trust, and duties of its/his/her predecessor in the Liquidating Trust hereunder with like effect as if originally named therein; but the prior Trustee shall nevertheless, when requested in writing by the successor Trustee, execute and deliver any instrument or instruments conveying and transferring to such successor Trustee upon the Liquidating Trust herein expressed, all the estates, properties, rights, powers, and trusts of such

prior Trustee, and shall duly assign, transfer, and deliver to such successor Trustee all property and money held by it hereunder.

ARTICLE XII

CONCERNING THE BENEFICIARIES

12.1 Limitation on Suits by Beneficiaries. No Beneficiary shall have any right by virtue of any provision of this Trust Agreement to institute any action or proceeding at law or in equity against any party upon, under, or with respect to the Trust Property.

12.2 Requirement of Undertaking. The Trustee may request any court to require, and any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Trust Agreement, or in any suit against the Trustee for any action taken or omitted by the Trustee, that the filing party in such suit file with the court an undertaking under which the filing party agrees to pay the Liquidating Trust's costs of such suit, including, but not limited to, reasonable attorneys' fees and expenses. Before requiring an undertaking, the court may consider the merit and good faith of the claims or defenses made by such filing litigant.

ARTICLE XIII

POST-CONFIRMATION COMMITTEE

13.1 Membership to the Post-Confirmation Committee. The Post-Confirmation Committee shall be originally composed of the following entity or entities:

Gary M. Opper
CSK Auto
645 E. Missouri Ave., Suite 400
Phoenix, Arizona 85012

13.2 Specific Powers of Post-Confirmation Committee. The Post-Confirmation Committee shall have the following specific powers in addition to any powers granted by applicable law or conferred upon it by any other provision of this Trust Agreement and the Plan:

(a) to consult with the Trustee in the performance of his/her duties under the Plan and this Trust Agreement;

(b) to cause the removal of the Trustee where necessary on the terms and conditions contained in this Trust Agreement; and

(c) to appoint a successor Trustee upon the occurrence of a Trustee vacancy on the terms and conditions contained in this Trust Agreement.

13.3 Approval Process. In the event approval of the Post-Confirmation Committee is required under this Trust Agreement, the Trustee shall provide each member of the Post-Confirmation Committee or its counsel with either a written statement or a motion, together with a short explanation as to why the Trustee believes the action is advisable. Unless waived, the Post-Confirmation Committee members shall be given no less than ten (10) days' notice of a vote on the proposed action or the scheduling of a meeting. Alternatively, the Trustee may conduct the vote by telephone conference, in-person meeting, written ballot, or telephone survey. Written ballots submitted by facsimile shall be valid. Post-Confirmation Committee members may vote via written proxy. Upon conclusion of the voting, the Trustee shall transmit, in writing, to each member of the Post-Confirmation Committee, a summary of the voting on the proposed action. The procedure set forth in this paragraph may be modified for any particular vote upon the consent of a majority of the entire Post-Confirmation Committee membership; after such particular vote the procedure set forth in this paragraph shall be automatically reinstated, subject to subsequent modification as authorized herein. In lieu of Post-Confirmation Committee approval or in the event the Trustee cannot secure Post-Confirmation Committee approval in accordance herewith, the Trustee may petition the Court for authorization to act without Post-Confirmation Committee Approval.

13.4 Majority. For purposes of determining the approval of any action of the Trustee by the Post-Confirmation Committee, unless otherwise set forth herein to the contrary, such approval shall require a majority and number of the Post-Confirmation Committee members present, either in person or by written proxy, in favor of the proposed action.

13.5 Limitation of Liability. Neither the Post-Confirmation Committee nor its individual members shall incur any liability to the Debtor, the Beneficiaries, any Creditor, or to any other person for any act or failure to act relating to any matter in the Plan or this Trust, except for bad faith, breach of fiduciary duty, dishonesty, gross negligence, fraud or similar acts.

13.6 Standing. The Post-Confirmation Committee shall constitute a party in interest before the Bankruptcy Court, possess the right to be heard, be entitled to notice and opportunity for hearing and to object, and possess standing to do so.

13.7 Delegation. The Post-Confirmation Committee may delegate to one or more members of the Post-Confirmation Committee the right to approve matters that impact the Liquidating Trust's value by less than \$50,000.

13.8 Compensation of Post-Confirmation Committee. The Post-Confirmation Committee shall not be compensated for services rendered to the Liquidating Trust; however, Post-Confirmation Committee members shall be reimbursed for all reasonable out-of-pocket expenses incurred by serving on the Post-Confirmation Committee, except fees and expenses of counsel to individual members of the Post-Confirmation Committee.

13.9 Resignation of Post-Confirmation Committee Members. A member of the Post-Confirmation Committee may resign at any time. A replacement member shall be selected and appointed by the Trustee after approval by the Bankruptcy Court.

13.10 References to Post-Confirmation Committee. If the Post-Confirmation Committee no longer exists at any time during the terms of this Liquidating Trust, then the Trustee shall take all actions under this Trust Agreement, without regard to requirements that it meet, consult with, or seek approval of the Post-Confirmation Committee.

13.11 Retention of Counsel and Other Professionals. The Post-Confirmation Committee shall, after notice to the Liquidating Trust, be entitled to retain legal counsel and other professionals, if necessary and appropriate. The reasonable legal and other fees incurred by the Post-Confirmation Committee shall be paid by the Trust.

13.12 Bylaws. The Post-Confirmation Committee may execute Bylaws that are consistent with the Trust and the Plan.

13.13 Dispute Resolution. The Trustee and the Post-Confirmation Committee shall attempt to resolve any dispute between them as to the Trustee's actions and duties under this Trust Agreement first by mediation and if such mediation is unsuccessful, the Trustee and the Post-Confirmation Committee agree to submit the dispute to the Bankruptcy Court for final order. Both the Trustee and the Post-Confirmation Committee waive their right to appeal any Bankruptcy Court order as to the dispute between them.

AMENDMENTS

14.1 Amendments. The Trustee may make and execute such declarations amending this Trust Agreement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Trust Agreement or amendments hereto; provided, however, that no such amendment shall permit the Trustee to act in any manner that is inconsistent with the Plan, to engage in any activity prohibited by paragraph 7.1 hereof, or to

affect the Beneficiaries' rights to receive their share of any Distributions under this Trust Agreement and the Plan.

14.2 Notice and Effect of Amendment. Promptly after the execution by the Trustee of any declaration of amendment permitted by and pursuant to Article 14.1 hereof, the Trustee shall give notice of the substance of such amendment to: (i) the Beneficiaries who are the holders of the twenty largest Allowed Unsecured Claims; (ii) all parties that filed requests for notice or notices of appearance in the Bankruptcy Case; and (iii) all Beneficiaries who request in writing a copy of such amendments. Upon the execution of any such declaration of amendment by the Trustee, this Trust Agreement shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities of the Trustee, the Post-Confirmation Committee, and the Beneficiaries under this Trust Agreement shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 Further Assurances. The Debtor and Trustee shall promptly execute and deliver such further instruments and do such further acts as may be necessary or proper to more effectively transfer to the Trustee any portion of the Trust Property intended to be conveyed pursuant to the Plan and this Trust Agreement and to otherwise carry out the intentions of this Trust Agreement and Plan.

15.2 Retention of Jurisdiction. The Bankruptcy Court shall retain jurisdiction over this Trust Agreement and the Liquidating Trust established hereby as set forth in the Plan, and concerning matters relating to, without limitation, the enforcement, modification and

interpretation of its provisions, determining all disputes with respect to this Trust Agreement, approving successor Trustees, or appointing same in accordance with this Trust Agreement.

15.3 Filing Documents. This Trust Agreement shall be filed or recorded in such offices as the Trustee may determine to be necessary or desirable. A copy of this Trust Agreement and all amendments shall be available at the Trustee's office during regular business hours for inspection by any Beneficiary or his duly authorized representative. The Trustee shall file or record any amendment of this Trust Agreement in the same places where the original Trust Agreement is filed or recorded. The Trustee shall file or record any instrument which relates to any change of address of the office of the Trustee in the same places where the original Trust Agreement is filed or recorded.

15.4 Intention of Parties to Establish Trust. This Trust Agreement is not intended to create and shall not be interpreted as creating an association, partnership, or joint venture of any kind.

15.5 Governing Law. This Trust Agreement shall be governed and construed in accordance with the laws of the State of Washington, without giving effect to the principles of conflicts of law.

15.6 Severability. In the event any provision of this Trust Agreement or the application thereof to any person or circumstances shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

15.7 No Assignment. Except as otherwise provided herein, the obligations, duties or rights of the Trustee under this Trust Agreement shall not be assignable, voluntarily, involuntarily or by operation of law, and any such attempted assignment shall be void.

15.8 Calendar Year. The Liquidating Trust will utilize the calendar year for tax and financial accounting purposes.

15.9 Inconsistency With Plan. In the event of any inconsistency between the provisions of the Plan and this Trust Agreement, the terms of the Plan shall govern.

15.10 Effectiveness. This Trust Agreement shall become effective on the Effective Date (defined in the Plan).

15.11 Notices. Any notice or other communication hereunder shall be deemed to have been sufficiently given, for all purposes, three days after deposit, postage prepaid, in the U.S. Mail and addressed to a Beneficiary at his address as shown in the records of the Trustee, and addressed to the Trustee at: Pivotal Solutions, Inc., c/o Richard A. Hooper and Marcia Frey, Trustee, 451 West 10th Street, Suite 107, Renton, Washington 98055, except that notice of change of address shall be effective only upon receipt thereof.

15.12 Consent to Jurisdiction. Each of the parties hereto, and each Beneficiary by its acceptance of the benefits of the Liquidating Trust created hereunder: (i) consents and submits to the jurisdiction of the federal courts of the United States for the Western District of Washington at Tacoma for all purposes concerning this Trust Agreement, including, without limitation, any action or proceeding instituted for the enforcement of any right, remedy, obligation or liability arising under or by reason of this Trust Agreement; and (ii) consents and submits to venue in Tacoma, Washington.

15.13 Waiver of Jury Trial ANY AND ALL RIGHT TO TRIAL BY JURY IS
HEREBY WAIVED, AND THERE SHALL BE NO RIGHT TO TRIAL BY JURY IN ANY
LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TRUST AGREEMENT
OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15.14 Counterparts. This Trust Agreement may be executed in any number of
counterparts, each of which shall be an original, but such counterparts shall together constitute
but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be signed
and acknowledged as of the day set forth in the opening paragraph hereof.

DEBTOR:

WALT'S RADIATOR & MUFFLER, INC.

By: _____

TRUSTEE:

Pivotal Solutions, Inc.

By: _____

By: Richard A. Hooper

Its: President

By: _____

By: Marcia Frey

Its: Vice President