

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSK Auto, Inc.		06/30/2006	CORPORATION: ARIZONA

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2778
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	78868964	FLAG
Registration Number:	2391098	FLAG AUTOMOTIVE PRODUCTS
Serial Number:	78667922	KRAGEN AUTO PARTS
Serial Number:	78653593	KRAGEN AUTO PARTS
Registration Number:	2296357	PARTS CONNECTION
Serial Number:	78667904	PAY N \$AVE
Serial Number:	78669685	PROXONE
Registration Number:	2323838	SILVER WHEELS SIXTY-TWO PLUS CLUB MEMBERSHIP
Registration Number:	2580562	BIG WHEEL ROSSI
Registration Number:	2596506	BIG WHEEL ROSSI
Registration Number:	2516092	CSK PROSHOP
Registration Number:	1437622	FLAG
Registration Number:	2218174	MAXPOWER
Registration Number:	1476551	MEGA-SPARK

OP \$815.00 78868964

Registration Number:	1446100	MEGA TORQUE
Serial Number:	75641763	MEGA TORQUE
Registration Number:	1812497	PARTS CONNECTION
Registration Number:	2357170	PARTSTAR
Registration Number:	2270367	PRIORITY PARTS
Registration Number:	1318791	SCHUCK'S
Registration Number:	1312736	SCHUCK'S
Registration Number:	2370069	THE PLACE TO START FOR PARTS
Registration Number:	1672249	
Registration Number:	1956602	
Serial Number:	78646399	EXPRESS PARTS AUTO PARTS FOR PROFESSIONALS
Serial Number:	78646375	EXPRESS PARTS AUTO PARTS FOR PROFESSIONALS
Registration Number:	2886176	MURRAY'S AUTO PARTS
Registration Number:	1601501	MURRAY'S DISCOUNT AUTO STORE THE AUTO PARTS SUPERMARKET
Registration Number:	1506561	MURRAY'S DISCOUNT AUTO STORES
Serial Number:	78789488	MURRAY'S VIP PROGRAM
Registration Number:	2108692	SUPERPARTS-SUPERPEOPLE-SUPERPRICES
Registration Number:	1730061	WE'RE THE PLACE WITH ALL THE PARTS!

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0461
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/10/2006

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 30th, 2006 is made by CSK AUTO, INC., an Arizona corporation located at 645 East Missouri Avenue, Suite 400, Phoenix, Arizona 85012 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 1111 Fannin Street, Houston, Texas 77002, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the \$450,000,000 Term Credit Agreement, dated as of June 30, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Agent, and LEHMAN COMMERCIAL PAPER INC. and WACHOVIA BANK, NATIONAL ASSOCIATION, as Co-Syndication Agents.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of June 30, 2006, in favor of the 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 Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the 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 Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the 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. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the 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. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Teri Streusand
Name:
Title: **TERI STREUSAND**
VICE PRESIDENT

CSK AUTO, INC.

By: _____

Name: Randi Morrison


Title: VP, General Counsel & Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF BORROWER

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On the 30th day of June 2006, before me personally came Randi Morrison, who is personally known to me to be the Vice President, General Counsel & Secretary of CSK AUTO, INC., an Arizona Corporation, who, being duly sworn, did depose and say that she is the Vice President, General Counsel & Secretary of such corporation, the corporation described herein and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



Schedule A to Grant of Security Interest in Trademark Rights

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
U.S. Federal Trademark Registrations			
FLAG	Federal	78/868,964	N/A
FLAG AUTOMOTIVE PRODUCTS & Design	Federal	75/659,393	2,391,098
KRAGEN AUTO PARTS & Design	Federal	78/667,922	N/A
KRAGEN AUTO PARTS	Federal	78/653,593	N/A
PARTS CONNECTION	Federal	75/179,688	2,296,357
PAY N SAVE & Design	Federal	78/667,904	N/A
PROXONE	Federal	78/669,685	N/A
SILVER WHEELS & Design	Federal	75/621,679	2,323,838
BIG WHEEL ROSSI	Federal	75/549,319	2,580,562
BIG WHEEL ROSSI	Federal	75/549,318	2,596,506
CSK PROSHOP	Federal	75/548,909	2,516,092
FLAG & Design	Federal	73/596,382	1,437,622
FLAG & Design	Federal	73/596,382	1,437,622
MAXPOWER	Federal	75/266,517	2,218,174
MEGA SPARK	Federal	73/628,737	1,476,551
MEGA TORQUE & Design	Federal	73/618,779	1,446,100
MEGA TORQUE	Federal	75/641,763	N/A
PARTS CONNECTION	Federal	74/289,328	1,812,497
PARTSTAR	Federal	75/663,751	2,357,170
PRIORITY PARTS	Federal	75/408,577	2,270,367
SCHUCK'S	Federal	73/439,546	1,318,791
SCHUCK'S	Federal	73/439,546	1,318,791
SCHUCK'S	Federal	73/439,546	1,318,791
SCHUCK'S & Design	Federal	73/439,372	1,312,736
THE PLACE TO START FOR PARTS	Federal	75/566,896	2,370,069
DESIGN (MAN IN CAR)	Federal	74/140,302	1,672,249
DESIGN (MURRAY'S FACE)	Federal	74/665,987	1,956,602
EXPRESS PARTS AUTO PARTS FOR PROFESSIONALS	Federal	78/646,399	N/A
DESIGN	Federal	78/646,375	N/A
MURRAY'S AUTO PARTS	Federal	76/557,248	2,886,176
SUPERMARKET	Federal	73/749,749	1,601,501
MURRAY'S DISCOUNT AUTO STORES & DESIGN	Federal	73/689/366	1,506,561
MURRAY'S VIP PROGRAM & DESIGN	Federal	78/789/488	N/A
SUPERPARTS-SUPERPEOPLE-SUPERPRICES	Federal	75/148,731	2,108,692
WE'RE THE PLACE WITH ALL THE PARTS!	Federal	74/203,608	1,730,061
U.S. State Trademark Registrations			
EXPRESS PARTS	Idaho	N/A	13947
FOREVER WARRANTY	Idaho	N/A	13948
EXPRESS PARTS	Nevada	N/A	N/A
FOREVER WARRANTY	Nevada	N/A	N/A
GRAND AUTO	Nevada	N/A	N/A

Schedule A to Grant of Security Interest in Trademark Rights

SUPER TIRE	Nevada	N/A	N/A
GENERAL AUTOMOTIVE WAREHOUSE	Nevada	N/A	N/A
GRAND TIRE & RUBBER	Nevada	N/A	N/A
EXPRESS PARTS	Washington	N/A	22112
FOREVER WARRANTY	Washington	N/A	22113
GRAND & Design	Washington	N/A	19505
PARTS CONNECTION	Washington	N/A	25494
PARTS PRO	Washington	N/A	24895
EXPRESS PARTS	California	N/A	42436
FOREVER WARRANTY	California	N/A	42435

Foreign Trademark Registrations

CREW LINE & Design	China	N/A	970057845
MEGA SPARK & Design	China	N/A	970057843
MEGA SPARK & Design	China	N/A	970057844
MEGA SPARK & Design	China	N/A	970064340
STREET GEAR & Design	China	N/A	970057840
WORKLINE & Design	China	N/A	970057841
WORKLINE & Design	China	N/A	970057842
MEGA SPARK & Design	Taiwan	86700867	839745
MEGA SPARK & Design	Taiwan	86700868	835117
MEGA SPARK & Design	Taiwan	86700869	833268

Unregistered Trademarks

CHECKER (1)	N/A	N/A	N/S
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