

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.		07/11/2008	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 Federal Street
Internal Address:	9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1672249	
Registration Number:	1956602	
Registration Number:	2596506	BIG WHEEL ROSSI
Registration Number:	2580562	BIG WHEEL ROSSI
Registration Number:	2516092	CSK PROSHOP
Registration Number:	3206265	FLAG
Registration Number:	3191683	KRAGEN AUTO PARTS
Registration Number:	3116806	KRAGEN AUTO PARTS
Registration Number:	1476551	MEGA-SPARK
Registration Number:	2886176	MURRAY'S AUTO PARTS
Registration Number:	1506561	MURRAY'S DISCOUNT AUTOSTORES
Registration Number:	1601501	MURRAY'S DISCOUNT AUTO STORES THE AUTO PARTS SUPERMARKET
Registration Number:	3198465	MURRAY'S VIP PROGRAM

CH \$565.00 1672249

Registration Number:	3120038	PAY N \$AVE
Registration Number:	2270367	PRIORITY PARTS
Registration Number:	3260914	PROXONE
Registration Number:	3260912	PROXONE
Registration Number:	3224044	PROXONE
Registration Number:	1318791	SCHUCK'S
Registration Number:	1312736	SCHUCK'S
Registration Number:	2108692	SUPERPARTS-SUPERPEOPLE-SUPERPRICES
Registration Number:	1730061	WE'RE THE PLACE WITH ALL THE PARTS!

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8070802
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	07/23/2008

Total Attachments: 5
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 11, 2008

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CSK AUTO, INC., an Arizona corporation (the "Grantor") with principal offices at 233 S. Patterson, Springfield, Missouri 65802, hereby grants to BANK OF AMERICA, N.A., as Collateral Agent, with offices at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the "Grantee"), a lien on and security interest in and to all of the Grantor's right, title and interest in, to and under (i) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing made by or on behalf of the Grantor (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the United States trademark registrations and applications set forth on Schedule A hereto, together with any and all (A) rights and privileges arising under applicable Law with respect to the Grantor's use thereof, (B) extensions and renewals thereof, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof (all of the foregoing, collectively, the "Trademarks") and (ii) the goodwill associated with the Trademarks; provided that (x) the security interest granted herein shall not attach to any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051(b) (such applications, the "Excluded Applications"), unless and until evidence of the use of such trademark or service mark in commerce is submitted to the PTO pursuant to 15 U.S.C.

§1051(d), to the extent that granting a lien in such Excluded Application prior to such submission would adversely affect the enforceability of such Excluded Application, (y) upon such submission of evidence of the use of such trademark or service mark in commerce to the PTO pursuant to 15 U.S.C. §1051(d), the security interest granted in this Grant shall attach to, and the term "Trademarks" shall include, such trademark or service mark, and (z) the security interest granted herein shall attach to all Proceeds (as such term is defined in the Security Agreement referred to below), substitutions or replacements of any Excluded Application (unless such Proceeds, substitutions or replacements would constitute an Excluded Application).

THIS GRANT is made to secure the payment and performance in full of all the Secured Obligations, as such term is defined in the Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee, dated as of July 11, 2008 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement").


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Capitalized terms used in this Grant of Security Interest in United States Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Security Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (except for the conflict of laws rules thereof, but including General Obligations Sections 5-1401 and 5-1402).

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

CSK AUTO, INC.,
as Grantor

By: 
Name: Thomas G. McFall
Title: Vice President

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

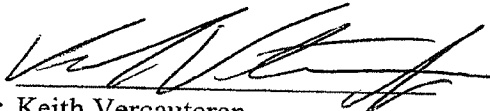
By: _____
Name: Keith Vercauteren
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.








CSK AUTO, INC.,
as Grantor

By: _____
Name: Thomas G. McFall
Title: Vice President

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: 
Name: Keith Vercauteren
Title: Managing Director

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
	1672249	14-JAN-1992
	1956602	13-FEB-1996
BIG WHEEL ROSSI	2596506	23-JUL-2002
BIG WHEEL ROSSI	2580562	18-JUN-2002
CSK PROSHOP	2516092	11-DEC-2001
FLAG	3206265	06-FEB-2007
 KRAGEN PARTS	3191683	02-JAN-2007
KRAGEN AUTO PARTS	3116806	18-JUL-2006
MEGA-SPARK	1476551	16-FEB-1988
MURRAY'S AUTO PARTS	2886176	21-SEP-2004
	1506561	27-SEP-1988
MURRAY'S DISCOUNT AUTO STORES THE AUTO PARTS SUPERMARKET	1601501	12-JUN-1990
	3198465	16-JAN-2007
 DAY OF SALE	3120038	25-JUL-2006
PRIORITY PARTS	2270367	17-AUG-1999
PROXONE	3260914	10-JUL-2007
PROXONE	3260912	10-JUL-2007
PROXONE	3224044	03-APR-2007
SCHUCK'S	1318791	12-FEB-1985
 SCHUCK'S	1312736	01-JAN-1985
SUPERPARTS-SUPERPEOPLE- SUPERPRICES	2108692	28-OCT-1997
WE'RE THE PLACE WITH ALL THE PARTS!	1730061	03-NOV-1992