

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent for the Lenders		07/11/2008	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	CSK Auto, Inc.
<b>Street Address:</b>	645 East Missouri Avenue
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85012
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2580562	BIG WHEEL ROSSI
Registration Number:	2596506	BIG WHEEL ROSSI
Registration Number:	2516092	CSK PROSHOP
Registration Number:	1437622	FLAG
Registration Number:	2391098	FLAG AUTOMOTIVE PRODUCTS
Registration Number:	3191683	KRAGEN AUTO PARTS
Registration Number:	3116806	KRAGEN AUTO PARTS
Registration Number:	2218174	MAXPOWER
Registration Number:	1476551	MEGA-SPARK
Registration Number:	1446100	MEGA TORQUE
Registration Number:	1812497	PARTS CONNECTION
Registration Number:	2296357	PARTS CONNECTION

CH \$490.00 2580562

Registration Number:	2357170	PARTSTAR
Registration Number:	3120038	PAY N \$AVE
Registration Number:	2270367	PRIORITY PARTS
Registration Number:	1318791	SCHUCK'S
Registration Number:	1312736	SCHUCK'S
Registration Number:	2323838	SILVER WHEELS SIXTY-TWO PLUS CLUB MEMBERSHIP
Registration Number:	2370069	THE PLACE TO START FOR 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:	8070803A
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/06/2008

**Total Attachments: 4**  
source=Reel 3153 Frame 0271#page1.tif  
source=Reel 3153 Frame 0271#page2.tif  
source=Reel 3153 Frame 0271#page3.tif  
source=Reel 3153 Frame 0271#page4.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this 11<sup>th</sup> day of July, 2008, by JPMORGAN CHASE BANK, N.A., a national banking association, located at 270 Park Avenue, New York, New York 10017, as Administrative Agent for the Lenders ("Assignor"), in favor of CSK AUTO, INC., an Arizona corporation, located at 645 East Missouri Avenue, Suite 400, Phoenix, Arizona 85012 ("Assignee").

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement or Credit Agreement referred to below, as applicable.

**WHEREAS**, Assignor, Assignee, Lenders and J.P. MORGAN SECURITIES INC. entered into that certain Second Amended and Restated Credit Agreement, dated as of July 25, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")

**WHEREAS**, in connection with the Credit Agreement, the Assignee executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of July 29, 2005, in favor of Assignor (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

**WHEREAS**, Assignor and Assignee entered into that certain Grant of Security Interest in Trademark Rights, dated as of August 31, 2005 (as at any time amended, the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on September 6, 2005, at Reel 003153/Frame 0271;

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, Assignee pledged and granted to Assignor a continuing security interest in, and a right of setoff against, all of Assignee's right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including the Trademarks listed on Schedule A hereto (the "Trademark Security Interest"); and

**WHEREAS**, the Parties desire that Assignor terminate and release its continuing interest in the Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully, the Trademark Security Interest, and reassigns and transfers any and all interest that it may have in the Collateral and Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's agents or designees to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Collateral, and/or (iii) otherwise file this Release.

At the expense of, and following the reasonable request of the Assignee, the Assignor further agrees to execute and deliver to Assignee all further documents and instruments, and do all further acts which are reasonably required in order to confirm this Release and Assignee's right, title, and interest in and to the Collateral and the Trademarks.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

**ASSIGNOR:**

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

By: \_\_\_\_\_

  
Name: **BARRY BERGMAN**  
Title: **MANAGING DIRECTOR**

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS****U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration or Serial Number</b>
BIG WHEEL ROSSI	2,580,562
BIG WHEEL ROSSI	2,596,506
CSK PROSHOP	2,516,092
FLAG & Design	1,437,622
FLAG AUTOMOTIVE PRODUCTS & Design	2,391,098
KRAGEN AUTO PARTS & Design	3,191,683
KRAGEN AUTO PARTS	3,116,806
MAXPOWER	2,218,174
MEGA-SPARK	1,476,551
MEGA TORQUE & Design	1,446,100
PARTS CONNECTION	1,812,497
PARTS CONNECTION	2,296,357
PARTSTAR	2,357,170
PAY N \$AVE & Design	3,120,038
PRIORITY PARTS	2,270,367
SCHUCK'S	1,318,791
SCHUCK'S & Design	1,312,736
SILVER WHEELS SIXTY-TWO PLUS CLUB MEMBERSHIP & Design	2,323,838
THE PLACE TO START FOR PARTS	2,370,069