

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (successor-in-interest to The Chase Manhattan Bank), as Administrative Agent for the Lenders		07/11/2008	National Banking Association:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1836579	CREW LINE
Registration Number:	2516092	CSK PROSHOP
Registration Number:	1437622	FLAG
Registration Number:	1891873	FLAG
Registration Number:	1431024	FLAG
Registration Number:	1897306	FLAG
Registration Number:	1828673	GET THE JOB DONE
Registration Number:	1641156	HEATBEATER
Registration Number:	1674041	ICEBREAKER
Registration Number:	2218174	MAXPOWER
Registration Number:	1476551	MEGA-SPARK

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Registration Number:	1896782	MEGA SPARK
Registration Number:	1446100	MEGA TORQUE
Registration Number:	2270367	PRIORITY PARTS
Registration Number:	1898833	ROADWARRIOR
Registration Number:	1318791	SCHUCK'S
Registration Number:	1312736	SCHUCK'S
Registration Number:	1856235	STREET GEAR AUTOMOTIVE ACCESSORIES
Registration Number:	2370069	THE PLACE TO START FOR PARTS
Registration Number:	1910975	WORKLINE
Registration Number:	1620867	WORKLINE
Registration Number:	1199984	BIG WHEEL
Registration Number:	2580562	BIG WHEEL ROSSI
Registration Number:	2596506	BIG WHEEL ROSSI
Serial Number:	75548910	EXHILARATE
Serial Number:	75640559	MEGA SPARK PREMIUM
Serial Number:	75641879	MEGA TORQUE
Serial Number:	75641877	MEGA TORQUE
Serial Number:	75641763	MEGA TORQUE

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:	8070803D
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/12/2008

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of this 11th day of July, 2008, by JPMORGAN CHASE BANK, N.A. (successor-in-interest to THE CHASE MANHATTAN BANK), a national banking association, as Administrative Agent for the Lenders ("Assignor"), in favor of CSK AUTO, INC., an Arizona corporation ("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, and Lenders entered into that certain Credit Agreement, dated as of October 30, 1996 (as amended by the First Amendment and the Second Amendment, the "Credit Agreement")

WHEREAS, in connection with the Credit Agreement, the Assignee executed and delivered an Company Security Agreement, dated as of October 30, 1996, in favor of Assignor (together with all confirmations, supplements, amendments or other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, Assignor and Assignee entered into that certain Conditional Assignment of Security Interest in Trademark Rights, dated as of July 22, 1999 (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 July 29, 1999, at Reel 1937/Frame 0458;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignee pledged and granted to Assignor a continuing security interest in, and a right of setoff against, the Trademarks (as defined in the Trademark Security Agreement) listed on Schedule A hereto (the "Trademark Security Interest"); and

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

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 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 order to

memorialize the release of any security interest of Assignor in the Trademarks, 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 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.
(successor-in-interest to THE CHASE
MANHATTAN BANK), as Administrative
Agent for the Lenders

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

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

<u>Title of Trademark</u>	<u>Registration/Application/Number</u>
1. CREW LINE & Design	1,836,579
2. CSK PROSHOP	2,516,092
3. EXHILARATE	75/548,910
4. FLAG & Design	1,437,622
5. FLAG & Design	1,891,873
6. FLAG & Design	1,431,024
7. FLAG & Design	1,897,306
8. GET THE JOB DONE	1,828,673
9. HEATBEATER & Design	1,641,156
10. ICEBREAKER & Design	1,674,041
11. MAXPOWER & Design	2,218,174
12. MEGA SPARK & Design	1,476,551
13. MEGA SPARK & Design	1,896,782
14. MEGA SPARK PREMIUM	75/640,559
15. MEGA TORQUE & Design	1,446,100
16. MEGA TORQUE	75/641,879
17. MEGA TORQUE	75/641,877
18. MEGA TORQUE	75/641,763
19. PRIORITY PARTS	2,270,367
20. ROADWARRIOR & Design	1,897,306
21. ROADWARRIOR & Design	1,898,833
22. SCHUCK'S & Design	1,318,791
23. SCHUCK'S & Design	1,312,736
24. STREET GEAR & Design	1,856,235
25. THE PLACE TO START FOR PARTS	2,370,069
26. WORKLINE & Design	1,910,975
27. WORKLINE & Design	1,620,867
28. BIG WHEEL	1,199,984
29. BIG WHEEL ROSSI	2,580,562
30. BIG WHEEL ROSSI	2,596,506