

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance previously recorded on Reel 003832 Frame 0238. Assignor(s) hereby confirms the Release by Secured Party.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., (formally known as JPMorgan Chase Bank, a New York Banking Corporation), 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: 24

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:	1223060	GRAND CUSTOM
Registration Number:	1232522	GRAND PRO
Registration Number:	2218174	MAXPOWER
Registration Number:	1476551	MEGA-SPARK

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Registration Number:	1446100	MEGA TORQUE
Registration Number:	1812497	PARTS CONNECTION
Registration Number:	2296357	PARTS CONNECTION
Registration Number:	2357170	PARTSTAR
Registration Number:	1795488	PARTWISE
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
Registration Number:	1233187	WEATHER GARD
Serial Number:	75640559	MEGA SPARK PREMIUM
Serial Number:	75641879	MEGA TORQUE
Serial Number:	75641763	MEGA TORQUE
Serial Number:	75641877	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:	8070803E
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/12/2008

Total Attachments: 11

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**08/09/2008
 900113413**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., (formally known as JPMorgan Chase Bank, a New York Banking Corporation), as Administrative Agent for the Lenders		07/11/2008	National Banking Association:

RECEIVING PARTY DATA

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Postal Code:	85012
Entity Type:	CORPORATION: ARIZONA

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Registration Number:	2596506	BIG WHEEL ROSSI
Registration Number:	2516092	CSK PROSHOP
Registration Number:	1437622	FLAG
Registration Number:	2391098	FLAG AUTOMOTIVE PRODUCTS
Registration Number:	1223060	GRAND CUSTOM
Registration Number:	1232522	GRAND PRO
Registration Number:	2218174	MAXPOWER
Registration Number:	1476551	MEGA-SPARK
Registration Number:	1446100	MEGA TORQUE
Registration Number:	1812497	PARTS CONNECTION

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Registration Number:	2296357	PARTS CONNECTION
Registration Number:	2357170	PARTSTAR
Registration Number:	1795488	PARTWISE
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
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Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8070803C
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/09/2008

Total Attachments: 5
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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., a national banking association (formally known as JPMORGAN CHASE BANK, a New York banking corporation, located at P.O. Box 2558, Houston, Texas 77252), 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, Lenders, BANK OF AMERICA, N.A., U.S. BANK N.A., and CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS BRANCH entered into that certain Credit Agreement, dated as of June 20, 2003 (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 a Guarantee and Collateral Agreement, dated as of June 20, 2003, 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 June 20, 2003 (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 16, 2003, at Reel 2824/Frame 0748;

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, the Trademarks (as defined in the Trademark Security Agreement) then owned or at any time thereafter acquired by the Assignee or in which the Assignee had or at any time in the future acquired any right, title or interest, including, without limitation, those items 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 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., as
Administrative Agent for the Lenders

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

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

**U.S. Trademarks
Registrations and Applications**

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
BIG WHEEL ROSSI	Federal	35	75/549,319	6/18/2002	2,580,562
BIG WHEEL ROSSI	Federal	37	75/549,318	7/23/2002	2,596,506
CHECKER (1)	N/A	N/A	N/A	N/A	N/S
CREW LINE & Design	China	8	N/A	06/10/1997	970057845
CREW LINE & Design	Taiwan	8	86700866	08/16/1998	812717
CSK PROSHOP	Federal	35	75/548,909	12/11/2001	2,516,092
EXPRESS PARTS	California	101	N/A	08/30/1993	42436
EXPRESS PARTS	Idaho	101	N/A	04/09/1993	13947
EXPRESS PARTS	Nevada	101	N/A	04/05/1993	(3)
EXPRESS PARTS	Washington	35	N/A	04/08/1993	22112
FLAG & Design	Federal	1	73/596,382	04/28/1987	1,437,622
FLAG & Design	Federal	4	73/596,382	04/28/1987	1,437,622
FLAG & Design	Federal	4	75/659,393	10/03/2000	2,391,098
FOREVER WARRANTY	California	101	N/A	08/30/1993	42435
FOREVER WARRANTY	Idaho	101	N/A	04/09/1993	13948
FOREVER WARRANTY	Nevada	101	(3)	04/05/1993	(3)
FOREVER WARRANTY	Washington	35	N/A	04/08/1993	22113
GENERAL AUTOMOTIVE WAREHOUSE	Nevada	101	(3)		(3)
GRAND CUSTOM	Federal	2 & 12	73/346,845	01/11/1983	1,223,060
GRAND PRO	Federal	7 & 12	73/347,078	03/29/1983	1,232,522
GRAND & Design	Washington	35	N/A	01/30/1990	19505
GRAND AUTO	Nevada	101	(3)		(3)
GRAND TIRE & RUBBER	Nevada	101	(3)		(3)
MAXPOWER	Federal	7	75/266,517	01/19/1999	2,218,174
MEGA SPARK	Federal	7	73/628,737	02/16/1988	1,476,551
MEGA SPARK & Design	China	7	N/A	06/10/1997	970057843
MEGA SPARK & Design	Taiwan	7	86700867	06/14/1997	839745
MEGA SPARK & Design	China	9	N/A	06/10/1997	970057844
MEGA SPARK & Design	Taiwan	9	86700868	06/14/1997	835117
MEGA SPARK & Design	China	12	N/A	06/24/1997	970064340
MEGA SPARK & Design	Taiwan	12	86700869	06/14/1997	833268
MEGA SPARK PREMIUM	Federal	7	75/640,559	(2)	(2)
MEGA TORQUE & Design	Federal	9	73/618,779	07/07/1987	1,446,100
MEGA TORQUE	Federal	7	75/641,879	(2)	(2)
MEGA TORQUE	Federal	9	75/641,763	(2)	(2)
MEGA TORQUE	Federal	12	75/641,877	(2)	(2)
PARTS CONNECTION	Federal	42	74/289,328	12/21/1993	1,812,497
PARTS CONNECTION	Federal	35	75/179,688	11/30/1999	2,296,357
PARTS CONNECTION	Washington	42	N/A	10/08/1996	25494
PARTS PRO	Washington	42	N/A	03/08/1995	24895
PARTSTAR	Federal	35	75/663,751	06/13/2000	2,357,170
PARTWISE	Federal	7	74/260,135	09/28/1993	1,795,488
PRIORITY PARTS	Federal	35	75/408,577	08/17/1999	2,270,367
SCHUCK'S	Federal	1	73/439,546	02/12/1985	1,318,791
SCHUCK'S	Federal	12	73/439,546	02/12/1985	1,318,791
SCHUCK'S	Federal	7	73/439,546	02/12/1985	1,318,791
SCHUCK'S & Design	Federal	42	73/439,372	01/01/1985	1,312,736
SILVER WHEELS & Design	Federal	36	75/621,679	2/29/2000	2,323,838
STREET GEAR & Design	China	12	N/A	06/10/1997	970057840
STREET GEAR & Design	Taiwan	12	86700863	10/16/1998	821922
SUPER TIRE	Nevada	101	(3)		(3)
THE PLACE TO START FOR PARTS	Federal	35	75/566,896	7/25/2000	2,370,069
WEATHER GARD	Federal	1	73/346,843	04/05/1983	1,233,187
WORKLINE & Design	China	8	N/A	06/10/1997	970057841
WORKLINE & Design	China	9	N/A	06/10/1997	970057842
WORKLINE & Design	Taiwan	9	(2)	(2)	(2)

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
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- (1) See Trademark Licenses.
- (2) Application for Trademark filed; no Registration Number or Certificate issued as of this date.
- (3) No Registration Numbers for Nevada trademarks.