

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., (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: 51

Property Type	Number	Word Mark
Registration Number:	1939055	A WAREHOUSE OF PARTS IN EVERY STORE!
Registration Number:	1199984	BIG WHEEL
Registration Number:	2580562	BIG WHEEL ROSSI
Registration Number:	2596506	BIG WHEEL ROSSI
Registration Number:	2516092	CSK PROSHOP
Registration Number:	1437622	FLAG
Registration Number:	1891873	FLAG
Registration Number:	1897306	FLAG
Registration Number:	1891901	FLAG
Registration Number:	2391098	FLAG AUTOMOTIVE PRODUCTS
Registration Number:	1920087	FOREVER WARRANTY

CH \$1290.00 1939055

Registration Number:	1204315	GRAND/AUTO
Registration Number:	1223060	GRAND CUSTOM
Registration Number:	1232522	GRAND PRO
Registration Number:	1641156	HEATBEATER
Registration Number:	1674041	ICEBREAKER
Registration Number:	2218174	MAXPOWER
Registration Number:	1891875	MEDALIST
Registration Number:	1476551	MEGA-SPARK
Registration Number:	1896782	MEGA SPARK
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:	1949486	ROADWARRIOR
Registration Number:	1898833	ROADWARRIOR
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
Registration Number:	1910975	WORKLINE
Registration Number:	1620867	WORKLINE
Registration Number:	2189598	IDENTIFIX
Registration Number:	2126032	AUTOSHOP ON LINE
Registration Number:	2311556	REPAIR-TRAC
Registration Number:	1563803	AUTOLINE
Registration Number:	1669743	AUTOLINE TELEDIAGNOSIS
Registration Number:	2482913	DIAGRAMS-ONLINE
Serial Number:	75317132	AL'S
Serial Number:	75317133	AL'S AUTO SUPPLY
Serial Number:	75548910	EXHILARATE
Serial Number:	75317134	GRAND
Serial Number:	75317135	GRAND

Serial Number:	75640559	MEGA SPARK PREMIUM
Serial Number:	75641879	MEGA TORQUE
Serial Number:	75641763	MEGA TORQUE
Serial Number:	75641877	MEGA TORQUE
Serial Number:	75387554	ROADWISE

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

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (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 2258, 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 Guarantee and Collateral Agreement or Credit Agreement referred to below, as applicable.

WHEREAS, Assignor, Assignee, and Lenders entered into that certain Credit Agreement, dated as of December 21, 2001 (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 December 21, 2001, 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, the Guarantee and Collateral Agreement was recorded with the U.S. Patent and Trademark Office on May 17, 2002, at Reel 2501/Frame 0202;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Assignee assigned, transferred, and granted to Assignor a security interest in the Collateral (as defined in the Guarantee and Collateral Agreement), including Intellectual Property (as defined in the Guarantee and Collateral Agreement) which includes: all copyrights arising under the laws of the United States (including, without limitation those listed on Schedule A hereto, and the right to obtain all renewals thereof ("Copyrights"), all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule A hereto, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including without limitation any of the foregoing listed on Schedule A hereto, and the right to obtain any reissues or extension of the foregoing ("Patents"), and all registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any country or any political subdivision thereof, or otherwise, including, without limitation, any of the foregoing listed on Schedule A hereto, and the rights to obtain renewals thereof (the "Trademarks"), and any agreement, whether written or oral, providing for the grant by or to any Operating Grantor (as defined in the Guarantee and Collateral Agreement) of any right to use any

Trademark, including, without limitation, any of the foregoing listed on Schedule A hereto, ("Trademark License") (collectively, the "Intellectual Property 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 Intellectual Property Security Interest, and reassigns and transfers any and all interest that it may have in the Collateral and the Intellectual Property, including the Copyrights, Patents, 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 Copyrights, Patents, and Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY 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 INTELLECTUAL
PROPERTY**

INTELLECTUAL PROPERTY

COPYRIGHTS AND COPYRIGHT LICENSES

CSK Auto, Inc.

<u>Unregistered Slogans</u>
Whatever it takes.
Going the extra mile.

PATENTS AND PATENT LICENSES

Automotive Information Systems, Inc.

<u>Title</u>	<u>Registration Number</u>
Diagnostic System for an Engine Employing Collection of Exhaust Gases	5,572,424

TRADEMARKS

CSK Auto, Inc.

1. Trademarks listed on Attachment A-1.

Automotive Information Systems, Inc.

1. Trademarks listed on Attachment A-1.

ATTACHMENT A-1

TRADEMARKS AND TRADEMARK LICENSES

CSK Auto, Inc.

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
AL'S	Federal	35	75/317,132	(2)	(2)
AL'S AUTO SUPPLY & Design	Federal	35	75/317,133	(2)	(2)
A WAREHOUSE OF PARTS IN EVERY STORE	Federal	42	74/489,665	11/28/1995 0	1,939,055
BIG WHEEL	Federal	42	73/308,828	6/29/1982	1,199,984
BIG WHEEL ROSSI	Federal	35	75/549,319	06/18/2002	2,580,562
BIG WHEEL ROSSI	Federal	37	75/549,318	07/23/2002	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	9700057845
CREW LINE & Design	Taiwan	8	86700866	08/16/1998	812717
CSK PROSHOP	Federal	35	75/548,909	12/11/2001	2,516,092
EXHILARATE	Federal	3	75/548,910	(2)	(2)
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 & 4	73/596,382	04/28/1987	1,437,622
FLAG & Design	Federal	1	74/391,435	05/02/1995	1,891,873
FLAG & Design	Federal	7	74/391,072	06/06/1995	1,897,306
FLAG & Design	Federal	3	74/391,071	05/02/1995	1,891,901
FLAG & Design	Federal	4	75/659,393	10/03/2000	2,391,098
FOREVER WARRANTY	Federal	35	74/484,290	09/19/1995	1,920,087
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/AUTO	Federal	8 & 37	73/283,984	08/10/1982	1,204,315
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	Federal	35	75/317,134	(2)	(2)
GRAND & Design	Federal	35	75/317,135	(2)	(2)
GRAND & Design	Washington	35	N/A	01/30/1990	19505
GRAND AUTO	Nevada	101	(3)		(3)
GRAND TIRE & RUBBER	Nevada	101	(3)		(3)
HEATBEATER	Federal	9	74/066,351	04/16/1991	1,641,156
ICEBREAKER	Federal	9	74/076,017	02/04/1992	1,674,041
MAXPOWER	Federal	9	75/266,517	01/19/1999	2,218,174
MEDALIST	Federal	1 & 4	74/413,777	05/02/1995	1,891,875
MEGA SPARK	Federal	7	73/628,737	02/16/1988	1,476,551
MEGA SPARK & Design	Federal	7	74/802,188	05/30/1995	1,896,782
MEGA SPARK & Design	China	7	N/A	06/10/1997	9700578843
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

TRADEMARKS AND TRADEMARK LICENSES

CSK Auto, Inc.

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
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
ROADWARRIOR & Design	Federal	12	74/476,058	1/16/1996	1,949,486
ROADWARRIOR & Design	Federal	12	74/514,329	06/13/1995	1,898,833
ROADWISE & Design	Federal	12	75/387,554	(2)	(2)
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	Federal	2	74/549,753	08/15/1995	1,910,975
WORKLINE & Design	Federal	8	73/836,027	11/06/1990	1,620,867
WORKLINE & Design	China	8	N/A	06/10/1997	970057841
WORKLINE & Design	Federal	9	73/836,027	11/06/1990	1,620,867
WORKLINE & Design	China	9	N/A	06/10/1997	970057842
WORKLINE & Design	Taiwan	9	86700864	08/01/1998	811051

Automotive Information Systems, Inc.

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION CERTIFICATE</u>	<u>REGISTRATION NUMBER</u>
IDENTIFIX	Federal		74/735,295	9/15/1998	2,189,598
AUTOSHOP ON LINE	Federal		74/722,349	12/30/1997	2,126,032
REPAIR-TRAC	Federal		75/603,934	01/25/2000	2,311,556
AUTOLINE & Design *	Federal		73/784,786	10/31/1989	1,563,803
* subject to Settlement Agreement described below					
AUTOLINE TELEDIAGNOSIS	Federal		74/107,269	12/24/1991	1,669,743
diagrams-online	Federal		75/562,286	08/28/2001	2,482,913

- (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

TRADEMARK LICENSES

CSK Auto, Inc.

1. The Company is a party to that certain Settlement Agreement entered into on January 27, 1984 with Checker Motors Corporation (the owner of the mark "Checker" registered with the United States Patent and Trademark Office), as amended by that certain Amendment to Settlement Agreement; Concurrent Use Agreement, dated July 16, 1999, pursuant to which the Company has the right to use exclusively nationwide the name "Checker" in connection with the sale of the automobile parts and accessories at retail (and non-exclusively at wholesale), including in stores, catalogs, by mail and in e-commerce.
2. The Company is a party to that certain Buyer's Trademark License Agreement dated November 28, 1993 with Auto Works, Inc. pursuant to which the Company granted Auto Works, Inc. an irrevocable, nonexclusive license to use the "Licensed Trademarks" (as defined therein) on automotive products in Illinois, Indiana, Kentucky, Michigan, Ohio and West Virginia for a period of up to ten years.
3. The Company is a party to that certain Seller's Trademark License Agreement dated November 28, 1993 with Auto Works, Inc. pursuant to which Auto Works, Inc. granted the Company an irrevocable, nonexclusive license to use the "Licensed Trademarks" (as defined therein) in connection with the sale of automotive products in four stores in Omaha, Nebraska and in Washington, Oregon, California, Idaho, Utah, Arizona, Montana, Colorado, Wyoming New Mexico, Texas and Nevada for a period of up to ten years.

Automotive Information Systems, Inc.

1. Automotive Information Systems, Inc. has a limited right to use the following trademarks pursuant to the Software License Agreement between Automotive Information Systems, Inc. and Knowledge Industries, Inc. dated March 2, 1999:
API-DX
WIN-DX
Hyper-DX
Dxpress
Dxpress Solution Series
2. Settlement Agreement dated October 30, 1990 between Automotive Information Systems, Inc. and Autoline Industries, Inc. (regarding settlement of Autoline's complaint that Automotive Information Systems, Inc. infringed on the "AUTOLINE TELEDIAGNOSIS" trademark).