

Express Mail Label No.: EL333475400US

10-13-1999

TRADEMARK



101167885

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please 101167885 or copy thereof.

1. Name of conveying Party(ies):  
 AUTO PARTS EXPRESS, LLC  
 224 18th Street  
 Suite 202  
 Rock Island, IL 61201-8737

10/7/99

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State  
 Other Limited Liability Company

Additional Name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Grant of Security Interest in Trademarks

Execution Date: July 30, 1999

2. Name and address of receiving Party(ies)

Name: LaSalle Business Credit, Inc.

Internal Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street, Suite 400

City: Chicago State: IL ZIP: 60603

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

882122; 1653852; 1709036; 559898; 776950; 864239;  
 1140510; 1088954; 1332869; 1541510; 1388039;  
 1374295; 1122026; 1840109; 1869237; 1014372;  
 1945971; 1962687; 2010795; 2021267; 2010023;  
 2125540; 1341411

Additional numbers attached?  Yes  No

6. Total Number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$ 590.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number:  
02-4467 if missing or insufficient

(Attach) duplicate copy of this page if paying by deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David A. Roodman

Internal Address: Bryan Cave LLP

Street Address:  
211 North Broadway, Suite 3600

City: St. Louis State: MO ZIP: 63102

9. State and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

David A. Roodman 10/1/99

Name of Person Signing                      Signature                      Date

Total number of pages comprising this cover sheet: 9

DO NOT USE THIS SPACE

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

10/12/1999 MTHA11 00000246 882122

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

01 FC:481 40.00  
 02 FC:482 550.00

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**Continuation of Conveying Parties**

1. APX Management, Inc.  
262 N. Sam Houston Parkway East  
Suite 200  
Houston, TX 77060

A Texas Corporation

1. APX Management Partners, L.P.  
262 N. Sam Houston Parkway East  
Suite 200  
Houston, TX 77060

A Texas limited partnership

## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, AUTO PARTS EXPRESS, LLC, a Delaware limited liability company ("Auto Parts Express"), with its principal office at 224 18th Street, Suite 202, Rock Island, Illinois 61201-8737, APX MANAGEMENT, INC., a Texas corporation ("APX"), with its principal office at 262 N. Sam Houston Parkway East, Suite 200, Houston, Texas 77060 and APX MANAGEMENT PARTNERS, L.P., a Texas limited partnership ("APX LP"), with its principal office at 262 N. Sam Houston Parkway East, Suite 200, Houston, Texas 77060 (Auto Parts Express, APX and APX LP shall be collectively referred to herein as "Grantor"), is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks");

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Intellectual Property Security Agreement, dated as of February 1, 1999, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement") the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.


This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest effective as of the 30th day of July, 1999.

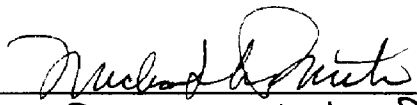
**GRANTOR:**

AUTO PARTS EXPRESS, LLC,  
a Delaware limited liability company

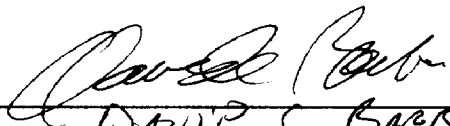
By:   
Name: DAVID C. BARBEN  
Title: EX. V.P.

APX MANAGEMENT PARTNERS, L.P.,  
a Texas limited partnership

By: APX Management, Inc.,  
a Texas corporation,  
its General Partner

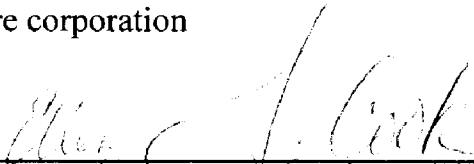
By:   
Name: Michael L. Preston  
Title: President

APX MANAGEMENT, INC.,  
a Texas corporation

By:   
Name: DAVID C. BARBEN  
Title: EX. V.P.

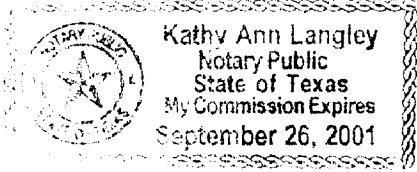
**LENDER:**

LASALLE BUSINESS CREDIT, INC.,  
a Delaware corporation

By:   
Name: Ellen T. Cook  
Title: Vice President

STATE OF Texas )  
 ) ss.  
COUNTY OF NARRIS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999, by David C. Barbeau, the Executive V.P. of AUTO PARTS EXPRESS, LLC, a Delaware limited liability company, on behalf of said company.



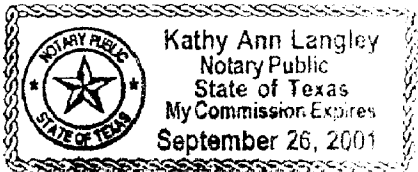
Kathy Ann Langley  
Notary Public  
Name: Kathy Ann Langley  
(typed, printed or stamped)

[SEAL]

My appointment expires: 9/26/2001

STATE OF Texas )  
 ) ss.  
COUNTY OF NARRIS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999, by Michael L. Preston, the President of APX Management, Inc., a Texas corporation, the General Partner of APX MANAGEMENT PARTNERS, L.P., a Texas limited partnership, on behalf of said company.



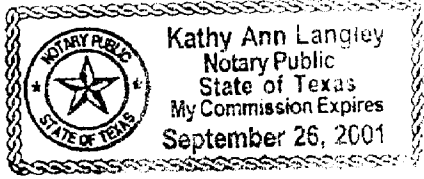
Kathy Ann Langley  
Notary Public  
Name: Kathy Ann Langley  
(typed, printed or stamped)

[SEAL]

My appointment expires: 9/26/2001

STATE OF Texas )  
 ) ss.  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 1999, by David C. Barbeau, the Executive O.P. of APX MANAGEMENT, INC., a Texas corporation, on behalf of said corporation.



Kathy Ann Langley  
Notary Public  
Name: Kathy Ann Langley  
(typed, ~~printed~~ or stamped)

[SEAL]

My appointment expires: 9-26-2001

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of SEPTEMBER, 1999, by ELLEN T. COOK, the VICE PRESIDENT of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, on behalf of said corporation.



Augusto F. Sumulong  
Notary Public  
Name: AUGUSTO F. SUMULONG  
(typed, printed or stamped)

[SEAL]

My appointment expires: 05.10.03

## Schedule A

### Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FREEZE-TEST	882,122	December 9, 1969
POWER 90 and Design	1,653,852	August 13, 1991
BIG A PLUS	1,709,036	August 18, 1992
"HUSKY" (Stylized)	559,898	June 10, 1952
A AMERICAN PARTS (Stylized)	776,950	September 15, 1964
VALU-TEST	864,239	January 28, 1969
BIG A	1,140,510	October 14, 1980
GENERAL SERVICE LINE	1,088,954	April 4, 1978
POWERREADY	1,332,869	April 30, 1985
STRAIGHT AWAY (Stylized)	1,541,510	May 30, 1989
BIG A (Stylized)	1,388,039	April 1, 1986
THE FIRST LETTER IN AUTO PARTS	1,374,295	December 3, 1985
AUTOPRC	1,122,026	July 10, 1979
INSTALLERS' EXPRESS	1,840,109	June 14, 1994
AUTOPRO	1,869,237	December 27, 1994
A and Design	1,014,372	June 24, 1975
INSTALLERS' SERVICE WAREHOUSE and Design	1,945,971	January 2, 1996

INSTALLERS' SERVICE WAREHOUSE and Design	1,962,687	March 19, 1999
TIME IS THE NEW MONEY	2,010,795	October 22, 1996
I S W	2,021,267	December 3, 1996
HERC TEAM (Stylized)	2,010,023	October 22, 1996
TECHKNOWLEDGE (Stylized)	2,125,540	December 30, 1997
AFS	1,341,411	June 11, 1985



Common Law Trademarks

Mark

Description of Mark

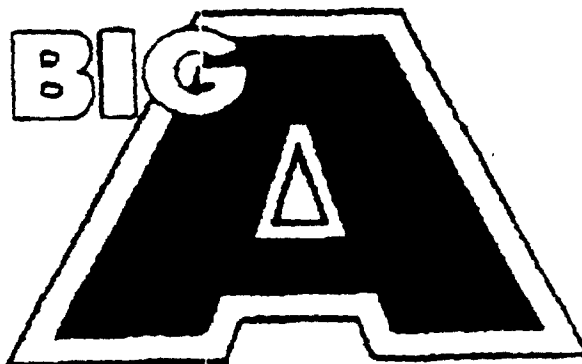
[CARRYALL]

[TRAIL BLAZER]

[AUTOPRO PROFESSIONAL PARTS  
PEOPLE and Design]



[BIG A (Stylized)]



[ISW UNDERCAR PARTS SPECIALISTS  
and Design]

