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**RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
09 16 99

Conveying Party

Mark if additional names of conveying parties attached

Name Advance Stores Company, Incorporated

Execution Date
Month Day Year
09 16 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

~~Citizenship~~/State of Incorporation/Organization Virginia

Receiving Party

Mark if additional names of receiving parties attached

Name Laralev, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 103 Foulk Road

Address (line 2) Suite 200

Address (line 3) Wilmington Delaware 19803
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Corporation Association

Other _____

~~Citizenship~~/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

10/20/1999 MTHA11 00000063 1622118
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 001977 FRAME: 0042

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,622,118"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement 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. Charges to deposit account are authorized, as indicated herein.

Tara A. Branscom

Name of Person Signing

T.A. Branscom

Signature

10/8/99

Date Signed

ASSIGNMENT

This Assignment Agreement ("Agreement") is entered into as of the 16th day of September, 1999, between Laralev, Inc., a Delaware corporation ("Laralev"), and Advance Stores Company, Incorporated a Virginia corporation ("Advance").

BACKGROUND

Pursuant to the terms and conditions set forth below, Advance and Laralev desire to enter into a transaction in which Advance assigns to Laralev all right, title and interest in and to those certain trade names, trademarks and service marks, together with all applicable state and federal registrations and applications for registrations therefor and the goodwill of the business that is symbolized thereby, all as more particularly described on Exhibit A, which is attached hereto and made a part hereof (collectively, the "Marks").

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and the promises contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties to this Agreement agree as follows:

1. Assignment of Marks.

Advance hereby assigns all of its right, title and interest in the Marks to Laralev as of September 16, 1999.

2. Acceptance of Assignment.

Laralev hereby:

- (i) accepts the assignment, described in Section 1, from Advance; and
- (ii) assumes all liabilities associated with the Marks.

3. Appointment of Laralev as Attorney of Advance with Respect to the Marks.

Advance hereby appoints Laralev as Advance's true and lawful attorney, with full power of substitution, for Advance, in the name or stead of Advance or otherwise, on behalf and for the benefit of Laralev, to demand and receive all right, title and interest in

and to the Marks hereunder transferred to Laralev, or intended so to be; to give receipts, releases and acquittances for or in respect of the Marks or any part thereof; to collect, assert or enforce any claim, title, right, debt, or account hereby granted or transferred, or intended so to be, and to endorse with the name of Advance any checks received in respect of the foregoing; to institute (or cause to be instituted) and prosecute (or cause to be prosecuted) in the name of Advance, but on behalf and for the benefit of Laralev (or its delegate), any proceeding at law or in equity, or otherwise, that Laralev may deem proper with respect to the Marks; and to defend and compromise any and all actions, suits or proceedings in respect of the Marks that Laralev may deem advisable.

4. Execution, Delivery and Acquisition of Additional Documents.

Advance agrees, at the written request of Laralev, to execute, deliver, file and acquire any additional document of conveyance, registration or transfer, and to take such other action as is reasonably necessary to vest in Laralev, and to put Laralev in possession of, all right, title and interest in and to the Marks, if requested by Laralev.

5. Non-assignability.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no portion of this Agreement may be assigned without the written consent of the non-assigning party, which consent shall not be unreasonably withheld.

6. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

7. Entire Agreement.

This Agreement constitutes the entire understanding of the parties relating to the subject matter and supersedes all prior understandings, contracts and agreements between the parties.

8. Amendment.

This Agreement is not to be amended or modified without the written consent of both parties.

9. Expenses.

Each party agrees to pay its respective expenses incurred with respect to this Agreement and the consummation of the transactions contemplated thereby.

10. Governing Law.

This Agreement is to be governed by and interpreted and enforced in accordance with Virginia law without reference to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement this 16th day of September, 1999.

LARALEV, INC

By: 

David Eppes
President

ADVANCE STORES COMPANY,
INCORPORATED

By: 

Name: J O'Neil LeFevre
Title: SVP / CFO

EXHIBIT A
TO
ASSIGNMENT AGREEMENT

IDENTIFICATION OF THE MARKS

REGISTERED MARKS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AUTOCRAFT	1,622,118	November 13, 1990