

**RECORDATION TRADE**

2006 JUL 31 PM 4:45

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
**FIFTH THIRD BANK**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: OHIO  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  Yes  
Additional names, addresses, or citizenship attached?  No

Name: MURRAY'S DISCOUNT AUTO STORES, INC  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 8080 HAGGERTY RD  
City: BELLEVILLE  
State: MI  
Country: USA      Zip: 48111

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

3. Nature of conveyance /Execution Date(s) :  
Execution Date(s) JULY 24, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other RELEASE OF SECURITY AGREEMENT

4. Application number(s) or registration number(s) and identification or description of the Trademark.  
A. Trademark Application No.(s)  
SEE ATTACHED: SCHEDULE A

B. Trademark Registration No.(s)  
REEL/FRAME 2824/0296

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
SEE ATTACHED: SCHEDULE A

5. Name & address of party to whom correspondence concerning document should be mailed:  
Name: DANELL KENDRICK  
Internal Address: MD: R0B356  
Street Address: 1850 EAST PARIS AVE  
City: GRAND RAPIDS  
State: MI      Zip: 49546  
Phone Number: 616-653-8877  
Fax Number: 616-653-8927  
Email Address: DANELL.KENDRICK@53.COM

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 25.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: [Signature]      7-24-2006  
Signature      Date  
JOHN ANTONCZAK, VICE PRESIDENT  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/24/2006 DBYRNE 00000172 1672249  
01 FC:8521 (40.00 OP)

## Schedule A

### Registered U.S. Trademarks

<u>TRADEMARK</u>	<u>PLACE OF FILING</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
DESIGN (MAN IN CAR)	Federal	74/140,302	1,672,249
DESIGN (MURRAY'S FACE)	Federal	74/665,987	1,956,602
MURRAY'S DISCOUNT AUTO STORES THE AUTO PARTS SUPERMARKET	Federal	73/749,749	1,601,501
MURRAY'S DISCOUNT AUTO STORES & DESIGN	Federal	73/689/366	1,506,561
SUPERPARTS-SUPERPEOPLE-SUPERPRICES	Federal	75/148,731	2,108,692
WE'RE THE PLACE WITH ALL THE PARTS!	Federal	74/203,608	1,730,061

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE effective as of July 24, 2006, from Fifth Third Bank (Eastern Michigan), a Michigan corporation, located at 1000 Town Center, Suite 1300, Southfield, MI 48075, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Murray's Discount Auto Stores, Inc. ("Borrower"), a Michigan corporation, located at 8080 Haggerty Road, Belleville, MI 48111.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of August 8, 2003, made by Borrower in favor of the Agent (the "Security Agreement") a security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including a security interest in all intangibles of the Borrower including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 16, 2003, at Reel 002824 and Frame 0296; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks, including those listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as **July 24, 2006**.


FIFTH THIRD BANK (Eastern Michigan)

By:   
**John Antonczak, Vice President**

STATE OF MICHIGAN )  
COUNTY OF Kent )

ss.:

On this 24<sup>th</sup> day of July, 2006, before me personally appeared **John Antonczak** to me known who, being by me duly sworn, did depose and say that he/she is **Vice President** of Fifth Third Bank (Eastern Michigan) described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Fifth Third Bank.

  
Notary Public                      County, MI  
Acting in Kent County  
My Commission Expires:

Prepared by and Return to:  
**Danell Kendrick**  
Fifth Third Bank (Western MI)  
MD: ROPS56  
1850 East Paris Ave SE  
Grand Rapids, MI 49546

**JENNIFER A. KOWALSKI**  
Notary Public, **Kent County, MI**  
My Commission Expires **1-2-08**