Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

RELEASE BY SECURED PARTY NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Fifth Third Bank		05/19/2008	CORPORATION: OHIO	

RECEIVING PARTY DATA

Name:	Murray's Discount Auto Stores, Inc.	
Street Address:	8080 Haggerty Road	
City:	Belleville	
State/Country:	MICHIGAN	
Postal Code:	48111	
Entity Type:	CORPORATION: MICHIGAN	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1956602	
Registration Number:	1601501	MURRAY'S DISCOUNT AUTO STORESTHE AUTO PARTS SUPERMARKET
Registration Number:	1506561	MURRAY'S DISCOUNT AUTOSTORES
Registration Number:	2108692	SUPERPARTS-SUPERPEOPLE-SUPERPRICES
Registration Number:	1730061	WE'RE THE PLACE WITH ALL THE PARTS!

CORRESPONDENCE DATA

Fax Number: (949)475-4754

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-451-3800

dsegal@gibsondunn.com Email:

Correspondent Name: David A. Segal 3161 Michelson Drive Address Line 1:

Address Line 4: Irvine, CALIFORNIA 92612

18591-00066 ATTORNEY DOCKET NUMBER:

TRADEMARK

REEL: 003780 FRAME: 0960

900107073

NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	05/21/2008
Total Attachments: 4 source=Murrays#page1.tif source=Murrays#page2.tif source=Murrays#page3.tif source=Murrays#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE effective as of July 1, 2006, from Fifth Third Bank, on Ohio corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263, 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. <u>Definitions</u>. 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. <u>Release of Security Interest</u>. 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.

509265-0461-10853-NY03.2539402.1

3. <u>Further Assurances</u>. 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 this May 19, 2008.

FIFTH THIRD BANK

Name Tobo Antonozal

Title: Vice President

STATE OF _)	
COUNTY OF	· Wayne	.)	8S.:
	; 3		
	On this <u>20</u> d	lay of May, 200	8, before me personally appeared
Jan Anta	UGAK to me	known who, b	8, before me personally appeared eing by me duly sworn, did depose and say that
he/she is YELL	. pedat	of Fift	h Third Bank described herein and which executed
the foregoing	instrument, an	d that he/she sig	gned his/her name thereto pursuant to the authority
granted by Fil	fth Third Bank	•	

MARLA N. FATLOW
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expired December 16, 2012
Acting in the County of

Notary Public

(Affix Seal Below)

509265-0461-10853-NY93,2530402,1

Schedule A

Registered U.S. Trademarks

TRADEMARK	PLACE OF FILING	APPLICATION NUMBER	REGISTRATION NUMBER
DESIGN (MAN IN CAR)	Federal	74/140,302	1,672,249
DESION (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

Error! Unknown document property name.

RECORDED: 05/21/2008