

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
O'Reilly Automotive, Inc.		07/11/2008	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	100 Federal Street
<b>Internal Address:</b>	9th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Association:

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2397095	BESTEST
Registration Number:	1957494	BRAKEBEST
Registration Number:	3328063	CERTIFIED AUTO REPAIR
Registration Number:	2032675	FIRST CALL
Registration Number:	0961122	HI-LO
Registration Number:	2817849	MASTER PRO
Registration Number:	2831922	MICRO-GARD
Registration Number:	3409825	MILES AHEAD
Registration Number:	1984706	OMNISPARK
Registration Number:	1699577	O'REILLY AUTOMOTIVE
Registration Number:	1896667	O'REILLY AUTO PARTS
Registration Number:	1792887	PARTS PAYOFF
Registration Number:	2717226	POWER TORQUE

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Registration Number:	2287640	SUPER START
Registration Number:	2263100	SUPER START
Registration Number:	2503670	THERMO PRO
Registration Number:	2382623	ULTIMA
Registration Number:	2441888	ULTIMA
Serial Number:	77207154	BRAKEBEST
Serial Number:	77294804	CUSTOMIZE YOUR RIDE
Serial Number:	77432115	FIRST CALL
Serial Number:	77181633	FROM OUR STORE TO YOUR DOOR
Serial Number:	77294801	LOW PRICE GUARANTEE!
Serial Number:	77432118	MASTER PRO
Serial Number:	77206993	MASTER PRO
Serial Number:	77312526	MILES AHEAD
Serial Number:	77312529	MILES AHEAD
Serial Number:	77048423	MILES AHEAD
Serial Number:	77294806	O
Serial Number:	77432123	O'REILLY
Serial Number:	77354486	O'REILLY
Serial Number:	77294718	O'REILLY
Serial Number:	77354493	O'REILLY AUTO COLOR PROFESSIONAL PAINT PEOPLE
Serial Number:	77294813	O'REILLY AUTO PARTS PROFESSIONAL PARTS PEOPLE
Serial Number:	77432110	O'REILLY RACING
Serial Number:	77257206	OUR STORE TO YOUR DOOR
Serial Number:	77172910	PARTS CITY
Serial Number:	77328506	PARTSCITY AUTO COLOR PROFESSIONAL PAINT PEOPLE
Serial Number:	77182274	PARTS CITY AUTO PARTS
Serial Number:	77181754	PARTS CITY AUTO PARTS
Serial Number:	77263453	PARTS CITY TOOL BOX
Serial Number:	77354481	SUPER START
Serial Number:	77382215	TOOL BOX

**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

**TRADEMARK**  
**REEL: 003823 FRAME: 0855**

Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:

8070802B

NAME OF SUBMITTER:

Christopher E. Kondracki

Signature:

/Christopher E. Kondracki/

Date:

07/28/2008

Total Attachments: 6

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

July 11, 2008

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, O'REILLY AUTOMOTIVE, INC., a Missouri corporation (the "Grantor") with principal offices at 233 S. Patterson, Springfield, Missouri 65802, hereby grants to BANK OF AMERICA, N.A., as Collateral Agent, with offices at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the "Grantee"), a lien on and security interest in and to all of the Grantor's right, title and interest in, to and under (i) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing made by or on behalf of the Grantor (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, the United States trademark registrations and applications set forth on Schedule A hereto, together with any and all (A) rights and privileges arising under applicable Law with respect to the Grantor's use thereof, (B) extensions and renewals thereof, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof (all of the foregoing, collectively, the "Trademarks") and (ii) the goodwill associated with the Trademarks; provided that (x) the security interest granted herein shall not attach to any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051(b) (such applications, the "Excluded Applications"), unless and until evidence of the use of such trademark or service mark in commerce is submitted to the PTO pursuant to 15 U.S.C.

§1051(d), to the extent that granting a lien in such Excluded Application prior to such submission would adversely affect the enforceability of such Excluded Application, (y) upon such submission of evidence of the use of such trademark or service mark in commerce to the PTO pursuant to 15 U.S.C. §1051(d), the security interest granted in this Grant shall attach to, and the term "Trademarks" shall include, such trademark or service mark, and (z) the security interest granted herein shall attach to all Proceeds (as such term is defined in the Security Agreement referred to below), substitutions or replacements of any Excluded Application (unless such Proceeds, substitutions or replacements would constitute an Excluded Application).

THIS GRANT is made to secure the payment and performance in full of all the Secured Obligations, as such term is defined in the Security Agreement among the Grantor, the other pledgors from time to time party thereto and the Grantee, dated as of July 11, 2008 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Capitalized terms used in this Grant of Security Interest in United States Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Security Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (except for the conflict of laws rules thereof, but including General Obligations Sections 5-1401 and 5-1402).

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
date above first written

O'REILLY AUTOMOTIVE, INC.,  
as Grantor

By:   
Name: Thomas G McFall  
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

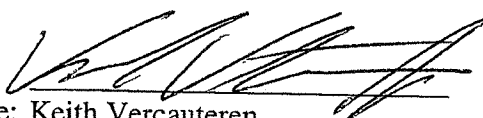
By: \_\_\_\_\_  
Name: Keith Vercauteren  
Title: Managing Director

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

O'REILLY AUTOMOTIVE, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Thomas G. McFall  
Title: Chief Financial Officer







BANK OF AMERICA, N.A.,  
as Collateral Agent and Grantee

By:   
Name: Keith Vercauteren  
Title: Managing Director

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER/APPLICATION NUMBER</u>	<u>REGISTRATION DATE/APPLICATION DATE</u>
BESTEST	2397095	24-OCT-2000
BRAKEBEST	(77207154)	(15-JUN-2007)
BRAKEBEST	1957494	20-FEB-1996
	3328063	30-OCT-2007
CUSTOMIZE YOUR RIDE	(77294804)	(03-OCT-2007)
FIRST CALL	(77432115)	(26-MAR-2008)
FIRST CALL	2032675	21-JAN-1997
FROM OUR STORE TO YOUR DOOR	(77181633)	(15-MAY-2007)
HI-LO	0961122	12-JUN-1973
LOW PRICE GUARANTEE!	(77294801)	(03-OCT-2007)
MASTER PRO	(77432118)	(26-MAR-2008)
MASTER PRO	(77206993)	(15-JUN-2007)
MASTER PRO	2817849	24-FEB-2004
MICRO-GARD	2831922	13-APR-2004
	(77312526)	(24-OCT-2007)
MILES AHEAD	(77312529)	(24-OCT-2007)
MILES AHEAD	(77048423)	(21-NOV-2006)
MILES AHEAD	3409825	08-APR-2008
OMNISPARK	1984706	02-JUL-1996
	(77294806)	(03-OCT-2007)
O'REILLY	(77432123)	(26-MAR-2008)
	(77354486)	(18-DEC-2007)
O'REILLY	(77294718)	(03-OCT-2007)
	(77354493)	(18-DEC-2007)
O'REILLY AUTOMOTIVE	1699577	07-JUL-1992
	1896667	30-MAY-1995
	(77294813)	(03-OCT-2007)
O'REILLY RACING	(77432110)	(26-MAR-2008)
OUR STORE TO YOUR DOOR	(77257206)	(16-AUG-2007)



PARTS CITY	(77172910)	(04-MAY-2007)
PARTSCITY AUTO COLOR PROFESSIONAL PAINT	(77328506)	(13-NOV-2007)
PEOPLE 		
	(77182274)	(16-MAY-2007)
PARTS CITY AUTO PARTS	(77181754)	(15-MAY-2007)
PARTS CITY TOOL BOX	(77263453)	(24-AUG-2007)
PARTS PAYOFF	1792887	14-SEP-1993
POWER TORQUE	2717226	20-MAY-2003
	(77354481)	(18-DEC-2007)
	2287640	19-OCT-1999
SUPER START	2263100	20-JUL-1999
THERMO PRO	2503670	06-NOV-2001
	(77382215)	(28-JAN-2008)
ULTIMA	2382623	05-SEP-2000
	2441888	10-APR-2001

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