

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AutoZone, Inc.		09/15/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	AutoZone Parts, Inc.
Street Address:	123 South Front Street
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38103
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2026332	ALBANY
Registration Number:	1916349	ALBANY BRAKE SHOE CO.
Registration Number:	2017829	DEUTSCH
Registration Number:	1467999	DURALAST
Registration Number:	1607305	DURALAST
Registration Number:	2763813	DURALAST GOLD
Registration Number:	2560192	ECONOCRAFT
Registration Number:	2734661	FROM THE TOYBOX TO THE TOOLBOX
Registration Number:	2706695	LOAN-A-TOOL
Registration Number:	2814462	THE RIGHT PART. THE RIGHT PRICE. AND GOOD ADVICE.
Registration Number:	2908065	THE RIGHT PARTS. THE RIGHT INFORMATION. RIGHT NOW.
Registration Number:	1764370	ULTRA-SPARK
Registration Number:	1468809	VALUCRAFT

CH \$340.00 2026332

CORRESPONDENCE DATA

Fax Number: (202)383-7195
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2023836740
Email: IPDocketing@howrey.com, lapidusn@howrey.com,
leemargaret@howrey.com, smithc@howrey.com
Correspondent Name: Howrey LLP
Address Line 1: 2941 Fairview Park Drive
Address Line 2: Suite 200
Address Line 4: Falls Church, VIRGINIA 22042

NAME OF SUBMITTER:	Nancy S. Lapidus
Signature:	/nancy s. lapidus/
Date:	09/26/2005

Total Attachments: 4
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TRADEMARK AND SERVICE MARK ASSIGNMENT

WHEREAS, AutoZone, Inc., a Nevada corporation, located at 123 South Front Street, Memphis, Tennessee 38103 ("Assignor") adopted, used and is using the trademarks and service marks identified on Schedule A ("Marks") and owns all worldwide rights, title and interest in and to the Marks, including but not limited to the registrations and applications for registration identified in Schedule A;

WHEREAS, AutoZone Parts, Inc., a Nevada corporation, located at 123 South Front Street, Memphis, Tennessee 38103 ("Assignee") is desirous of acquiring all worldwide rights, title and interest in and to the Marks together with the goodwill symbolized thereby and the business associated therewith, which business is ongoing, including but not limited to the registrations and applications for registrations identified in Appendix A;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (US \$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all worldwide rights, title and interest in and to the Marks together with the goodwill symbolized thereby and the business associated therewith, which business is ongoing, including but not limited to the registrations and applications for registration identified in Schedule A.

2. Assignor and any of its successors and assigns agrees to execute any and all documents, agreements, affidavits or other documents or filings necessary to implement the transfer of all worldwide rights, title and interest in and to the Marks to Assignee as provided in this Assignment.

3. Assignor hereby warrants and covenants that: (a) the registrations related to the Marks are in full force and effect; (b) Assignor has the full power and authority to convey the rights, title and interest herein assigned, transferred and sold to Assignee; (c) Assignor has not executed and will not execute any agreement in conflict herewith; and (d) Assignor will execute or procure the execution of any and all future assignments or other instruments which may be reasonably necessary to perfect and evidence Assignee's ownership of the Marks conveyed by this Assignment.

4. Assignor hereby assigns, transfers and conveys to Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Marks including, without limitation, all rights of action at law and suits in equity to recover for infringement, dilution and/or unauthorized use of the Marks currently known to and/or being prosecuted by Assignor as of the date hereof or that may become known after the date of this Assignment.

AUTOZONE, INC.

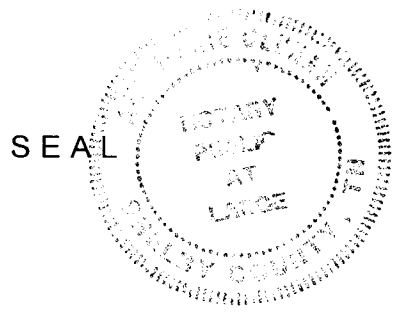
By: Rebecca W. Ballou

Rebecca W. Ballou
Vice President, Assistant General Counsel
& Assistant Secretary

STATE OF TENNESSEE)
)
) : SS:-
)
COUNTY OF SHELBY)

Subscribed and sworn to before me this 15th day of September, 2005.

[Signature]
Notary Public



My commission expires: May 1, 2006

SCHEDULE A

Country	Registration No. or Application No.	Mark	Date of Issuance or Application Filing Date
United States	2,026,332	ALBANY & Design	12/31/1996
United States	1,916,349	ALBANY BRAKE SHOE CO. & DESIGN	09/05/1995
United States	2,017,829	DEUTSCH	11/19/1996
United States	1,467,999	DURALAST	12/08/1987
United States	1,607,305	DURALAST	07/24/1990
United States	2,763,813	DURALAST GOLD	09/16/2003
United States	2,560,192	ECONOCRAFT	04/09/2002
United States	2,734,661	FROM THE TOYBOX TO THE TOOLBOX	07/08/2003
United States	2,706,695	LOAN-A-TOOL	04/15/2003
United States	2,814,462	THE RIGHT PART. THE RIGHT PRICE. AND GOOD ADVICE.	02/17/2004
United States	2,908,065	THE RIGHT PARTS. THE RIGHT INFORMATION. RIGHT NOW.	12/07/2004
United States	1,764,370	ULTRA-SPARK	04/13/1993
United States	1,468,809	VALUCRAFT	12/15/1987

[Redacted]