

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AutoZone, Inc.		04/03/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AutoZone Parts, Inc.		
<b>Street Address:</b>	123 South Front Street		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38103		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3567993	DURALAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)383-7195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.783.0800		
<b>Email:</b>	ipdocketing@howrey.com, mckeons@howrey.com, lapidusn@howrey.com		
<b>Correspondent Name:</b>	Howrey LLP		
<b>Address Line 1:</b>	2941 Fairview Park Drive		
<b>Address Line 2:</b>	Suites 200 & 300		
<b>Address Line 4:</b>	Falls Church, VIRGINIA 22042		
ATTORNEY DOCKET NUMBER:	00588.0078.TMUS02		
NAME OF SUBMITTER:	Nancy S. Lapidus		
Signature:	/Nancy S. Lapidus/		

CH \$40.00 3567993

Date:

04/07/2009

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

WHEREAS, AutoZone, Inc., a Nevada corporation, located at 123 South Front Street, Memphis, Tennessee 38103 ("Assignor") adopted, used and is using the trademark DURALAST for hand tools, namely, wrenches, ratchet wrenches and attachments therefor, socket wrenches, socket sets, pliers, screwdrivers, except for those specifically designed and intended for use in roofing applications (the "Mark"), owns all rights, title and interest to the Mark, and is the record owner of U.S. Registration No. 3,567,993 of the Mark, which issued January 27, 2009;

WHEREAS, AutoZone Parts, Inc., a Nevada corporation, located at 123 South Front Street, Memphis, Tennessee 38103 ("Assignee") is desirous of acquiring all rights, title and interest in and to the Mark together with the goodwill symbolized thereby and the business associated therewith, and U.S. Registration No. 3,567,993 thereof;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (US \$1.00) 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 rights, title and interest in and to the Mark together with the goodwill symbolized thereby and the business associated therewith, and U.S. Registration No. 3,567,993 thereof.

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 rights, title and interest in and to the Mark to Assignee as provided in this Assignment.

3. Assignor hereby warrants and covenants that: (a) Registration No. 3,567,993 of the Mark is 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 Mark 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 Mark including, without limitation, all rights of action at law and suits in equity to recover for infringement, dilution and/or unauthorized use of the Mark 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: [Signature]  
Harry L. Goldsmith  
Executive Vice President, Secretary and  
General Counsel

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

Subscribed and sworn to before me this 3<sup>rd</sup> day of April, 2009.

[Signature]  
Notary Public

SEAL



My commission expires: 5/11/2011

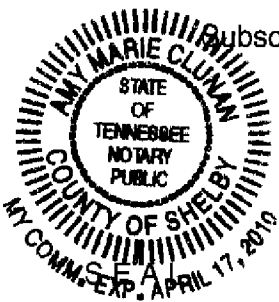
AUTOZONE, INC.

By: [Signature]  
Rebecca W. Ballou  
Vice President, Assistant General Counsel  
& Assistant Secretary

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

Subscribed and sworn to before me this 2<sup>nd</sup> day of April, 2009.

[Signature]  
Notary Public



My commission expires: April 17, 2010

APPROVED AS TO LEGAL FORM  
A. Clunan [Signature]

RECORDED: 04/07/2009