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6-903

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
BNP Paribas
787 Seventh Avenue
New York, NY 10019
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York Banking Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Heartland Automotive Services, Inc.
Internal
Address: 11308 Davenport Street
Street Address: 11308 Davenport Street
City: Omaha State: NE Zip: 68154
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Minnesota
 Other
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release
Execution Date: May 30, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,265,060 & 2,178,692
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: _____
RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
Street Address: **WASHINGTON DC 20005**
City _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Tara O'Hagan Jane O'Hagan 5/30/03
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/10/2003 6TON11 00000030 2265060
01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

TRADEMARK
REEL: 002748 FRAME: 0669

RELEASE OF INTELLECTUAL PROPERTY

THIS RELEASE OF INTELLECTUAL PROPERTY, granted on this 30th day of May, 2003, is delivered by **BNP PARIBAS**, in its capacity as agent for and representative of the Lenders referred to below (in such capacity, "**Secured Party**") under the Security Agreement referred to below, to **HEARTLAND AUTOMOTIVE SERVICES, INC.**, a Minnesota corporation ("**Grantor**").

WITNESSETH

WHEREAS, Grantor, the other grantors from time to time party thereto and Secured Party have entered into a Security Agreement (the "**Security Agreement**"), dated as of March 11, 2002, pursuant to which Grantor granted to Secured Party a security interest in, among other things, (i) the trademarks, together with the registrations and right to all renewals thereof, and the goodwill of the business of Grantor symbolized by the trademarks, trademark applications, trade names and service marks, (ii) patents and all reissues, renewals or extension thereof and patent applications, and (iii) copyrights, and all reissues, renewals or extension thereof, copyright registrations and copyright applications (collectively, the "**Intellectual Property**") more particularly set forth on Schedule A hereto, to secure the obligations of the Grantor to the Secured Party;


WHEREAS, the grant of the security interest was evidenced by, among other things, the Grant of Trademark Security Interest between the Grantor and the Secured Party dated as of March 11, 2002 and filed with the United States Patent and Trademark Office at reel 002535, frame 0531; and

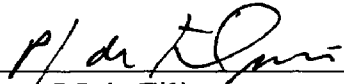
WHEREAS, Secured Party wishes to release and restore all right, title and interest in, to and under the Intellectual Property to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property shown on the attached Schedule A hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in, to and under the Intellectual Property, and more particularly the security interest in the trademarks, trademark registrations, trademark applications, trade names and service marks set forth on Schedule A hereto granted to the Secured Party by the Grantor pursuant to the Security Agreement.

IN WITNESS HEREOF, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

BNP PARIBAS,
as Secured Party

By: 
Name: Cecile Scherer
Title: Director

By: 
Name: PJ de Filippis
Title: Managing Director

STATE OF NEW YORK)
)
COUNTY OF new York)

On May 30, 2003 before me, personally appeared Cecile Scherer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 30th day of May, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of new York on the day in this certificate first above written.

Richard Roel
Notary Public in and for the
State of New York

My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Commission Expires April 18, 2006

STATE OF NEW YORK)
)
COUNTY OF new York)

On May 30, 2003 before me, personally appeared PJ de Filippis, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 30th day of May, 2003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the County of new York on the day in this certificate first above written.

Richard Roel
Notary Public in and for the
State of New York

My Commission Expires:

RICHARD ROEL
Notary Public, State of New York
No. 01RO5026268
Qualified in Nassau County
Commission Expires April 18, 2006

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Heartland Automotive Services, Inc.	TRAVELSIZE	2,265,060	7/27/99
Heartland Automotive Services, Inc.	ISN'T IT ABOUT TIME?	2,178,692	8/4/98