NAPA MANUFACTURER'S TRADEMARK AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of June, 1996 between NATIONAL AUTOMOTIVE PARTS ASSOCIATION, A Michigan corporation, having its principal offices at 2999 Circle 75 Parkway, Atlanta, Georgia 30339 (hereinafter referred to as LICENSOR), and Dana Automotive Sales Division-Parts Craft, a Virginia corporation, having its principal offices at 4500 Door Street, Toledo, OH 43615 (hereinafter referred to as LICENSEE).

WITNESSETH THAT:

WHEREAS, LICENSOR is the sole and exclusive owner of various trademarks including, but not limited to, the trademarks "NAPA" and "NAPA and Design" (hereinafter referred to as "said trademarks"), the good will established by the use of said trademarks, and various United States trademark registrations thereon.

WHEREAS, LICENSEE is desirous of obtaining a non-exclusive and limited license to use one or more of said trademarks (1) on products manufactured, supplied and/or sold by LICENSEE, and (2) on graphic materials in connection with such products.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. LICENSOR hereby grants to LICENSEE a royalty-free, non-exclusive and limited license, subject to the terms and conditions hereinafter set forth, to use one or more of the trademarks (identified on Schedule A) owned and controlled by LICENSOR on (1) the products and, (2) on graphic materials in connection with such products as identified on Schedule A.

