NAPA MANUFACTURER'S TRADEMARK AGREEMENT

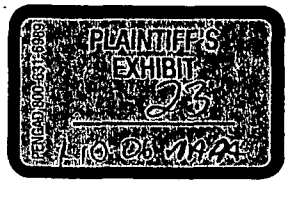
THIS AGREEMENT, made and entered into this 20th day of November, 1981 between NATIONAL AUTOMOTIVE PARTS ASSOCIATION, a Michigan corporation, having its principal offices at Suite 1129, Parklane Towers West, Dearborn, Michigan (hereinafter referred to as LICENSOR), and Tenneco Automotive a Illinois corporation, having its principal offices at 108 Wilmot Road, Suite 400, Deerfield, IL 60015 (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, the various United States trademark registration thereon.

WHEREAS, LICENSEE is desirous of obtaining a non-exclusive and limited license to use one or more of said trademarks on products manufactured, supplied and/or sold by LICENSEE.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, it is mutually 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 following trademarks owned and controlled by LICENSOR on the following products:

Licensed Trademarks	Lines of Products
NAPA	Exhaust System Products and Shock Absorbers
NAPA & Design	Exhaust System Products and Shock Absorbers
Soundmaster	Exhaust System Products
Pacemaker	Exhaust System Products
Challenger	Exhaust System Products
Claw	Exhaust System Products
Rust-Gard	Exhaust System Products
Regal Ride	Shock Absorbers

2. LICENSEE hereby agrees to manufacture, supply and/or sell the line of products bearing one or more of said trademarks as specified in paragraph 1 above solely to NAPA Distribution Centers for distribution in the United States of America as might be identified by LICENSOR or any of its members. LICENSEE, when manufacturing, supplying and/or selling the line of products set forth in paragraph 1 above for and to others not including NAPA Distribution Centers in its usual and customary course of business shall not use any of said trademarks.

3. LICENSOR shall control and designate the manner in which said line of products shall be labelled as well as

the manner in which said trademarks shall be applied to and represented on said labelling. In the absence of any specific instructions to the contrary, the labelling of said products shall include the following statement or an appropriate modification thereof as approved by LICENSOR:

"Supplied for NAPA
Distribution Centers
by (Insert Name of
Licensee and Location
of Licensee)"

With respect to the foregoing specific labelling designation, in the event that LICENSEE has in stock previous labels not meeting the requirements set forth herein, LICENSEE is granted the right to continue use of such previous labels until the stock thereof is exhausted, but thereafter any new labels must conform with the provisions set forth herein.

4. LICENSOR reserves the right to approve the name to be used by LICENSEE to identify LICENSEE on all labels bearing said trademarks and, in the event that such name has been or is used to identify LICENSEE solely in connection with the manufacture, supply and/or sale of the aforesaid line of products under the terms of this agreement, LICENSEE agrees to discontinue use of such name and to assign the rights to use such name to LICENSOR upon termination of this agreement. LICENSOR acknowledges that it has no rights in any other trademarks owned by LICENSEE and by this agreement does not acquire any such rights.

5. LICENSEE agrees not to use any of said trademarks in the United States of America for any other purpose than on or in connection with the supply of said line of products to NAPA Distribution Centers. LICENSOR reserves the right to inspect and test each product manufactured, supplied and/or sold by LICENSEE on which and in connection with which said trademarks are used to insure and maintain the quality and standards of each such product and proper use of such trademarks. LICENSOR further reserves the right of access to any manufacturing and/or packaging operations of LICENSEE for observation thereof upon reasonable notice to and approval by LICENSEE. From time to time or upon any reasonable request from LICENSOR or its designee, LICENSEE shall furnish samples of such products for inspection and testing, as well as samples of the packages of such products for inspection, to LICENSOR or its designee to facilitate the foregoing rights.

6. Without written consent from LICENSOR, LICENSEE shall not sell, assign or in any way transfer this agreement or any rights thereunder to any person, firm, partnership or corporation, nor does LICENSEE have the right to grant any sublicense hereunder.

7. LICENSOR reserves to itself the right to sell, assign or transfer all or any of its rights under this agreement, and all or any of its rights in, to and under said trademarks and any registrations thereof.

8. If LICENSEE shall, for any reason whatsoever, cease to do business or become incapable of manufacturing or supplying any of said line of products, when this agreement and the license granted hereby shall become null and void as of the date of such incapacity.

9. No warranties shall be deemed to be given by LICENSOR with respect to its title in, to or under said trademarks or its or LICENSEE's rights to use or permit use of any of said trademarks.

10. The rights and powers hereby granted to LICENSEE are those of a licensee only. Nothing herein contained shall be so construed as constituting LICENSEE a general agent or as authorizing LICENSEE to incur financial obligations in the name of LICENSOR; and it is specifically understood and agreed that under no circumstances shall any power granted, or which may be deemed to be granted, to LICENSEE, be deemed to be coupled with an interest. Nothing herein shall be so construed as to constitute the relationship hereby created a joint venture or a partnership between LICENSOR and LICENSEE.

11. LICENSEE expressly understands and agrees that by acquiring the non-exclusive right to use any of said trademarks, it does not acquire any right, title or interest in, to or under any of said trademarks or the good will established thereby, other than the limited, non-exclusive right to apply the same to the line of products under the provisions and

conditions set forth herein. LICENSEE hereby acknowledges and agrees that LICENSOR is the sole and exclusive owner of each of said trademarks as well as any related form or colorable imitation thereof and, as well, the good will established by the use of any of said trademarks. Upon termination of this agreement, LICENSEE shall immediately discontinue any use of said trademarks or any imitation or version thereof, provided, however, that LICENSEE shall have the right to sell through any channel of trade any of such products bearing any of such trademarks which are manufactured and/or acquired and labelled prior to the effective date of termination, and which LICENSOR or any of the NAPA Distribution Centers refuses to purchase from LICENSEE at the then current prices.

12. This agreement and the rights granted hereunder are personal to LICENSEE and shall not be assignable by operation of law.

13. In the event LICENSEE shall file a petition in backruptcy or be adjudged bankrupt or make an assignment for the benefit of creditors, or be placed in the hands of a trustee or receiver, or otherwise become insolvent, then on the happening of any such contingency, LICENSOR shall have the right forthwith to terminate this agreement by giving LICENSEE, its receivers, assignees, or trustees, as the case may be, fifteen (15) days written notice of its election so to do. The equivalent of any of the proceedings or acts referred to in this paragraph, though known and/or designated by some other

term or name, shall likewise constitute a ground for termination of this agreement by LICENSOR under the provisions of this paragraph.

14. LICENSEE agrees to maintain and support adequate and reasonable facilities to permit handling of contacts from customers and dealers of NAPA Distribution Centers and of the members of NAPA as might arise as a result of the identification of LICENSEE in the labelling of said line of products.

15. LICENSEE hereby acknowledges and agrees that throughout any business relationships existing prior to the date of this agreement wherein LICENSEE supplied products to LICENSOR, NAPA Distribution Centers, and/or members of LICENSOR, such products bearing any trademarks owned by LICENSOR, LICENSEE applied such trademarks to such products subject to the same terms and conditions set forth herein by reason of written and/or oral undertakings similar thereto, and that all of such prior business relationships specifically included the right of LICENSOR to specify the quality of the products, the packaging of the products, and use of any such trademarks.

16. This agreement supersedes any prior written agreement or understanding existing between the parties hereto to the extent that any such prior agreement or understanding involves provisions inconsistent with those set forth herein.

17. This agreement shall continue in effect until terminated by either party hereto upon the giving by one party to the other ninety (90) days written notice.

18. Any notice required hereunder shall be in writing and may be served personally or by depositing the same addressed to the last known address of the party on which notice is being served in the official mails of the United States, or by delivering the same, toll prepaid, by suitable telegraphic transmission. Any such notice shall be deemed to have been served as of the date of receipt of mailing or of telegraphic transmission or of personal service.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents, have caused this agreement to be signed and to be made effective on the date and year above written.

NATIONAL AUTOMOTIVE PARTS ASSOCIATION

BY: _____
Vice President & General Manager

(MANUFACTURER)

BY: _____
President