**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

# FORM 8-K

## CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the**

**Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **April 28, 2008**

| **U.S. AUTO PARTS NETWORK, INC.** | | |
|---|---|---|
| (Exact name of registrant as specified in its charter) | | |
| **Delaware** | **001-33264** | **68-0623433** |
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |
| | **17150 South Margay Avenue, Carson, CA** | **90746** |
| | (Address of principal executive offices) | (Zip Code) |
| Registrant's telephone number, including area code **735-0085** | **(310)** | |
| **N/A** | | |
| (Former name or former address, if changed since last report) | | |

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 28, 2008, U.S. Auto Parts Network, Inc. (the "Company") entered into a Support Continuity Agreement (the "Support Agreement") with Alexander Adegan, the Company's former Chief Information Officer, who resigned from such office on April 3, 2008 and subsequently terminated his employment with the Company effective April 18, 2008. Under the Support Agreement, Mr. Adegan is entitled to certain continuing benefits and the payment of a bonus for 2008. In addition, the Company entered into a Consulting Agreement with Mr. Adegan and uParts.com, Inc. ("uParts"), a company controlled by Mr. Adegan. Pursuant to the Consulting Agreement, Mr. Adegan and uParts will receive a monthly consulting fee until February 2010. In addition, in connection with the Consulting Agreement, Mr. Adegan was granted an option under the Company's 2007 Omnibus Incentive Plan to purchase up to 120,000 shares of the Company's common stock at an exercise price equal to the closing sales price of the common stock on the date of grant, which option will vest in equal monthly installments over the next 22 months but will vest in full upon a change in control of the Company.

**Item 9.01 Financial Statements and Exhibits**

| Exhibit No. | Description |
|---|---|
| 10.1 | Support Continuity Agreement, dated April 28, 2008, between the Company and Alexander Adegan |
| 10.2 | Consulting Agreement, dated April 28, 2008, among the Company, uParts.com, Inc. and Alexander Adegan |
| 10.3 | Non-Incentive Stock Option Agreement, dated April 28, 2008, between the Company and Alexander Adegan |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: May 2, 2008

U.S. AUTO PARTS NETWORK, INC.

By: /s/ MICHAEL J. McCLANE
Michael J. McClane,
Chief Financial Officer, Vice President of Finance
and Treasurer

**EXHIBIT INDEX**

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**EXHIBIT 10.1**

# SUPPORT CONTINUITY AGREEMENT

This Support Continuity Agreement (the "***Agreement***") is between Alexander Adegan ("***Executive***") and U.S. Auto Parts Network, Inc., its foreign and domestic subsidiaries (whether or not wholly-owned), parent corporations, brother-sister corporations, benefit plans and plan administrators, affiliated entities, joint ventures, successors and/or assigns (collectively referred to as "***Company***").

## RECITALS

A. Executive has resigned as the Company's Chief Information Officer as of April 3, 2008, which resignation is attached hereto as Exhibit A. Executive's employment with the Company shall terminate effective April 18, 2008 ("***Termination Date***"). Executive and the Company (each individually, a "***Party***" or collectively, the "***Parties***") mutually desire to end their existing relationship as amicably as possible and eliminate any future disputes.

B. The Company has elected to offer Executive compensation and benefits to which he may not otherwise be entitled. The Company expressly disclaims any wrongdoing or any liability to Executive. This Agreement and compliance with it shall not be construed as an admission by the Company of any liability or violation to the rights of the Executive or any other person or as a violation of any order, law, statute duty or contract whatsoever as to Executive or any person.

C. Executive holds the following options to purchase an aggregate of 336,000 shares of the Company's Common Stock (collectively the "***Options***"): (i) options to purchase up to 186,000 shares granted under the Company's 2006 Equity Incentive Plan (the "***2006 Plan***"), of which 85,250 shares have vested as of the Termination Date; and (ii) options to purchase up to 150,000 shares under the Company's 2007 Omnibus Incentive Plan (the "***2007 Plan***"), 37,500 shares of which have vested as of the Termination Date.

## AGREEMENTS

Based upon the foregoing, and in consideration of the mutual promises contained in this Agreement, Executive and the Company (for its benefit and the benefit of the other Company Parties as defined below) agree, effective upon the date of execution by Executive, as follows:

1. Acknowledgment.

(a) Salary; Accrued Vacation. On the Termination Date, the Company will provide a payment to Executive for his salary through the Termination Date and all accrued vacation, less all applicable state and federal withholdings and any other lawful deductions (the "***Withholdings***"). Executive is entitled to said payments regardless of whether he signs this Agreement.

(b) Other than the accrued vacation and salary set forth in Paragraph 1(a) above, Executive acknowledges that he has been paid all regular salary, accrued vacation, expenses, commissions, distributions, bonuses and Company benefits due and owing as of the Termination Date, less any applicable Withholdings, and is not owed any monies allowed, including but not limited to those amounts required under the California Labor Code, as of the Termination Date which are not consideration for this Agreement. Information regarding the transfer or distribution of Executive's 401(k) Retirement Plan Account, while employed with the Company, will be or has been provided to Executive under a separate cover by the Principal Financial Group.

(c) The date of cessation of Service as defined in the Options shall be the Termination Date, and Executive agrees that no further vesting of any of the Options will take place after the Termination Date pursuant to the terms of the Options, the 2006 Plan, the 2007 Plan or any other agreement. Executive acknowledges and agrees that except as indicated above, Executive does not own any securities of the Company or any rights to acquire any securities of the Company.

2. Consideration. The Parties recognize that, apart from this Agreement, the Company is not obligated to provide Executive with any of the benefits set forth hereunder. Provided that Executive has not revoked this Agreement by the date when the seven (7) day revocation period described in Paragraph 6 below has expired ("***Effective Date***"), the Company agrees to provide Executive the following additional consideration on the dates specified below:

(a) COBRA. Upon Executive's timely election of COBRA continuation coverage under the Company's health plan and proof provided by Executive of his timely payment of monthly COBRA premiums, the Company will reimburse Executive for the amount of such premiums paid within five (5) business days after timely receipt by the Company of said proof of each payment from Executive. Such premium reimbursements will be paid for coverage for 18 months following the Termination Date. Executive agrees to notify the Company immediately if he becomes eligible for or covered by another group health plan.

(b) Bonus. The Company will pay Executive half of his target bonus for 2008, which the Parties acknowledge he would not otherwise be entitled to as a result of his termination of employment. Such bonus shall be based on the Company's percentage bonus payout and be payable at the time the Company pays its 2008 management bonuses, which shall not be later than March 15, 2009. Such bonus payment shall be less all applicable Withholdings.

(c) Additional Payments. Executive understands he has been paid all expenses and has received all reimbursements owed to him and that such sum is not consideration of this Agreement.

(d) Consulting Agreement. The Parties agree to enter into the Consulting Agreement attached hereto as Exhibit B.

3. Taxes. Notwithstanding the tax deductions set forth in Paragraph 2 above, Executive shall pay in full when due, and shall be solely responsible for, any and all federal, state or local income taxes or other taxes that are or may be assessed against him relating to the consideration

provided under this Agreement, including all amounts paid pursuant to Paragraph 2, as well as all interest or penalties that may be owed in connection with such taxes. Executive is not relying on any representations or conduct of the Company with respect to the adequacy of the Withholdings.

4. Release.

(a) Executive, on behalf of himself, his successors, heirs, and assigns, hereby forever relieves, releases, and discharges the Company as well as its past, present and future officers, directors, administrators, stockholders, employees, agents, attorneys, insurers, divisions, successors, subsidiaries, parents, assigns, representatives, brother/sister corporations, and all other affiliated or related corporations, all benefit plans sponsored by the Company, and entities, and each of their respective present and former agents, employees, representatives, insurers, partners, attorneys, associates, successors, and assigns, and any entity owned by or affiliated with any of the above (all of the foregoing are collectively referred to as the "***Company Parties***"), from any and all claims, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to attorneys' fees), damages, actions, and causes of action, of whatever kind or nature, including but not limited to any statutory, civil, administrative, or common law claims, whether known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, arising out of any act or omission occurring before Executive's execution of this Agreement, including but not limited to any claims based on, arising out of, or related to Executive's employment with, or the ending of Executive's employment with the Company, any claims arising from rights under federal, state, and local laws relating to the regulation of federal or state tax payments or accounting; federal, state or local laws that prohibit harassment or discrimination on the basis of race, national origin, religion, sex, gender, age, marital status, bankruptcy status, disability, perceived disability, ancestry, sexual orientation, family and medical leave, or any other form of harassment or discrimination or related cause of action (including but not limited to failure to maintain an environment free from harassment and retaliation, inappropriate comments or touching and/or "off-duty" conduct of other Company employees); statutory or common law claims of any kind, including but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Employee Retirement Income Security Act of 1971, as amended, The Americans with Disability Act of 1990, as amended, the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended, the Age Discrimination in Employment Act (the "***ADEA***"), the Sarbanes-Oxley Act of 2002, the California Family Rights Act (Cal. Govt. Code § 12945.2 et seq.), the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 et. seq.), statutory provision regarding retaliation/discrimination for filing a workers' compensation claim under Cal. Labor Code § 132a, California Unruh Civil Rights Act, California Sexual Orientation Bias Law (Cal. Lab. Code § 1101 et. seq.), California AIDS Testing and Confidentiality Law, California Confidentiality of Medical Information (Cal. Civ. Code § 56 et. seq.), contract, tort, and property rights, breach of contract, breach of implied-in-fact contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract or current or prospective economic advantage, fraud, deceit, invasion of privacy, unfair competition, misrepresentation, defamation, wrongful termination, tortious infliction of emotional distress (whether intentional or negligent), breach of fiduciary duty, violation of public policy, or any other common law claim of any kind whatsoever; any claims for severance pay, sick leave, family leave, liability pay, overtime pay, vacation, life insurance, health insurance, continuation of health benefits, disability or medical insurance, or Executive's 401(k) rights or any other fringe benefit or compensation, including but not limited to stock options; any claim for damages or declaratory or injunctive relief of any kind. The Parties agree and acknowledge that the release contained in this Paragraph 4 does not apply to any vested rights Executive may have under any 401(k) Savings Plan with the Company. Executive represents that at the time of the execution of this Agreement, he suffers from no work-related injuries and has no disability or medical condition as defined by the Family Medical Leave Act. Executive represents that he has no workers' compensation claims that he intends to bring against the Company. Executive understands that nothing contained in this Agreement, including, but not limited to, this Paragraph 4, will be interpreted to prevent him from filing a charge with a governmental agency or participating in or cooperating with an investigation conducted by a governmental agency. However, Executive agrees that he is waiving the right to monetary damages or other individual legal or equitable relief awarded as a result of any such proceeding. Executive further acknowledges that he has been paid all wages, vacation, bonuses or other income owed to his and thus this release also releases the Company for all claims of unpaid wages, including unpaid overtime wages, related to his employment with the Company and subject to the terms specified in Paragraph 2 of this Agreement.

(b) Mistakes in Fact; Voluntary Consent. Executive expressly and knowingly acknowledges that, after the execution of this Agreement, Executive may discover facts different from or in addition to those that he now knows or believes to be true with respect to the claims released in this Agreement. Nonetheless, this Agreement shall be and remain in full force and effect in all respects, notwithstanding such different or additional facts and Executive intends to fully, finally, and forever settle and release those claims released in this Agreement. In furtherance of such intention, the release given in this Agreement shall be and remain in effect as a full and complete release of such claims, notwithstanding the discovery and existence of any additional or different claims and Executive assumes the risk of misrepresentations, concealments, or mistakes, and if Executive should subsequently discover that any fact relied upon in entering into this Agreement was untrue, that any fact was concealed, or that his understanding of the facts or law was incorrect, Executive shall not be entitled to set aside this Agreement or the settlement reflected in this Agreement or be entitled to recover any damages on that account.

(c) Section 1542 of the California Civil Code. Executive expressly waive any and all rights and benefits conferred upon Executive by Section 1542 of the California Civil Code, which states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(d) No Lawsuits. Executive represents that he has not filed any claims, charges, complaints or actions against the Company or any Company Parties, or assigned to anyone any charges, complaints, claims or actions against the Company or any Company Parties. Executive agrees to take any and all steps reasonably necessary to insure that no lawsuit arising out of any claim released herein shall ever be prosecuted by Executive or on his behalf in any forum, and hereby warrants and covenants that no such action has been filed or shall ever be filed or prosecuted. Executive also agrees that if any claim released hereunder is prosecuted in his name before any court or administrative agency that he waives and agrees not to take any award or other damages from such suit to the extent permissible under applicable law. Executive further agrees to cooperate fully with the Company in the event of a lawsuit or threat of lawsuit arising out of acts and events occurred during Executive's employment with the Company, and the Company's duty to indemnify Executive shall continue in accordance with the Indemnification Agreement previously executed by Company and Executive.

5. Proprietary Information and Return of Company Property. During the term of the Consulting Agreement, Executive agrees to continue to abide by the terms and provisions of the U.S. Auto Parts Network, Inc.'s Confidentiality Information and Invention Assignment Agreement, which he executed on May 22, 2006 and is attached hereto and incorporated by reference as Exhibit C to this Agreement. Executive further agrees to immediately return all Company property in his possession, including but not limited to all materials, documents, photographs, handbooks, manuals, electronic records, files, laptop computer, blackberry, cellular telephones, keys and access cards, no later than two business days after his execution of

this Agreement.

6. Revocation Period. Executive may revoke his release of claims, but only insofar as it extends to potential claims under the ADEA (the "***ADEA claims***"), by informing the Company of his intent to revoke this release within seven (7) calendar days following his execution of this Agreement. Executive understands that any such revocation must be in writing and delivered by hand or by certified mail - return receipt requested - within the applicable period to Michael McClane, Chief Financial Officer, U.S. Auto Parts Network, Inc., at 17150 South Margay Avenue, Carson, California 90746. Executive understands that if Executive exercises his right to revoke his ADEA claims, as specified in this Paragraph 6, then the Company will have no obligations under this Agreement to Executive or to others whose rights derive from the Executive, and the Company can seek enforcement of the remaining provisions of this Agreement. Executive acknowledges and agrees he was initially provided with a copy of the Agreement on April 4, 2008. Executive further acknowledges that the Agreement has been open for acceptance by the Executive and that he shall have twenty-one (21) calendar days to carefully review, understand, consider and evaluate the Agreement. The Agreement shall not become effective or enforceable as against the Company until the seven (7) day revocation period identified above has expired. Executive acknowledges that he has had the opportunity to consult with legal counsel of his choice regarding the releases contained herein and to consider whether to accept the Company's offer and sign the Agreement.

7. Remedies. Executive understands and agrees that in the event he violates any provision of this Agreement, including the provisions set forth in Paragraphs 4 or 5, then: (a) the Company shall have the right to apply for and receive an injunction to restrain any violation of this Agreement; (b) the Company shall have the right to immediately discontinue any enhanced benefits or Consideration provided to his under this Agreement; (c) Executive will be obligated to reimburse the Company its cost and expenses incurred in defending his lawsuit and enforcing this Agreement, including the Company's court costs and reasonable attorneys fees; and (d) as an alternative to (c), at the Company's option, Executive shall be obligated upon written demand by the Company, to repay the Company the cost of all but $500 of the enhanced benefits paid under this Agreement, including the Consideration. Executive acknowledges and agrees that the covenants contained in this Paragraph 7 shall not affect the validity of this Agreement and shall not be deemed to be a penalty or forfeiture. The remedies available to the Company pursuant to this Paragraph 7 are in addition to, and not in lieu of, any remedies which may be available under statutory and/or common law relating to trade secrets and the protection of the Company's business interest generally

8. Nonassignment. Executive represents and warrants that he has not assigned or transferred any portion of any claim or rights he has or may have to any other person, firm, corporation or any other entity, and that no other person, firm, corporation, or other entity has any lien or interest in any such claim.

9. Miscellaneous Provisions

(a) Integration. This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the parties concerning the subject matter referred to in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party to this Agreement, except as specifically set forth in this Agreement. All prior and contemporaneous discussions, negotiations, and agreements have been and are merged and integrated into, and are superseded by, this Agreement.

(b) Modifications. No modification, amendment, or waiver of any of the provisions contained in this Agreement shall be binding upon the Parties to this Agreement unless made in writing and signed by both Parties.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law and to carry out each provision herein to the greatest extent possible, but if any provision of this Agreement is held to be void, voidable, invalid, illegal or for any other reason unenforceable, the validity, legality and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

(d) Non-Reliance on Other Parties. Except for statements expressly set forth in this Agreement, neither of the Parties has made any statement or representation to any other Party regarding a fact relied on by the other Party in entering into this Agreement, and no Party has relied on any statement, representation, or promise of any other party, or of any representative or attorney for any other Party, in executing this Agreement or in making the settlement provided for in this Agreement.

(e) Negotiated Agreement. The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the Parties. Accordingly, neither of the Parties shall be deemed to be the drafter of this Agreement.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors, and assigns of the Parties hereto and each of them. In the case of the Company, this Agreement is intended to release and inure to the benefit of the Company and the Company Parties.

(g) Applicable Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California without taking into account conflict of law principles.

(h) Counterparts. This Agreement may be executed via facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument, binding on the parties.

[SIGNATURES ON NEXT PAGE]

/s/

AA

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**EXECUTIVE ACKNOWLEDGES AND AGREES THAT EXECUTIVE HAS CAREFULLY READ AND VOLUNTARILY SIGNED THIS AGREEMENT, THAT EXECUTIVE HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EXECUTIVE'S CHOICE, AND THAT EXECUTIVE SIGNS THIS AGREEMENT WITH THE INTENT OF RELEASING THE COMPANY AND THE COMPANY PARTIES FROM ANY AND ALL CLAIMS.**

ACCEPTED AND AGREED TO:

| | |
|---|---|
| April 28, 2008 | April 28, 2008 |
| U.S. AUTO PARTS NETWORK, INC. | EXECUTIVE |
| By: /s/ MICHAEL McCLANE<br>Name: Michael McClane<br>Its: Chief Financial Officer | By: /s/ ALEXANDER ADEGAN<br>Name: Alexander Adegan<br>Address: ********** |

/s/

AA

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**EXHIBIT A**

**Resignation**

The undersigned, Alexander Adegan, hereby resigns from his position as the Chief Information Officer at U.S. Auto Parts Network, Inc. effective as of April 3, 2008.

/s/ ALEXANDER ADEGAN

Alexander Adegan

/s/ AA

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**EXHIBIT B**

**10.2**

**CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (this "*Agreement*") is entered as of April 28, 2008 by and between uParts.com, Inc. and Alexander Adegan (each a "*Consultant*" and together the "*Consultants*") and U.S. Auto Parts Network, Inc. (the "*Company*").

RECITALS

The Company desires to engage Consultants, as independent contractors, to perform the services described in this Agreement and Consultants desire to perform such services for the Company and its customers and/or clients, in accordance with the terms and conditions set forth in this Agreement. This Agreement is not an employment agreement, nor does there exist any intent between the Consultant and Company to create an employment relationship between the Company and Consultant's employees.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Consulting Services. Consultants agree to provide technology development services and such other services as may be agreed to by the parties hereto (collectively, the "*Consulting Services*"). Consultants will be available on a weekly basis for up to 10 hours per week. Consultants shall utilize the highest professional standards of practice in performing services for the Company. The Company shall not dictate the work hours of Consultants and, except as otherwise specified herein, shall not have the right to control the manner, means or method by which Consultants perform the Consulting Services. Rather, the Company shall be entitled only to direct Consultants with respect to the results to be derived by the Consultants and the due dates for such results to be delivered to the Company. Consultants agree that Mr. Adegan shall be designated to personally provide or oversee the services to be provided by the Consultants under this Agreement.

2. Term. This Agreement shall terminate on February 28, 2010, unless earlier terminated by the Company for Cause. "*Cause*" shall mean (i) the commission of any act of fraud, embezzlement or dishonesty by one or both Consultants, (ii) the breach by one or both Consultants of any obligation under this Agreement, including obligations relating to the Confidential Information (as defined below), or (iii) any other misconduct by one or both Consultants adversely affecting the business or affairs of the Company (or any affiliate) in any manner. Consultants' obligations described in Sections 4 through 8 shall survive termination of this Agreement. In the event the applicable circumstance set forth in subparagraphs (ii) or (iii) above is capable of cure by the Consultants, then the Company shall not terminate this Agreement "with cause" without having first given the Consultants written notice of the circumstance, such notice stating details thereof and the Company's allegation of the Consultants breach with respect thereto and affording Consultants ten (10) business days after the Consultants receipt of such notice to cure such circumstance, breach or default.

3. Fees and Expenses.

(a) The Company shall pay uParts.com, Inc. (or Mr. Adegan, if so designated by Mr. Adegan or uParts.com, Inc. by written notice to the Company) three initial monthly fees of $45,000 on May 28, 2008, June 28, 2008 and July 28, 2008, followed by equal monthly fees of $6,397 for 19 months starting on August 28, 2008 and ending on February 28, 2010.

(b) Subject to approval of the Company's board of directors or its Compensation Committee, the Company shall grant to Mr. Adegan an option to purchase up to 120,000 shares of the Company's common stock under the Company's 2007 Omnibus Incentive Plan (the "*2007 Plan*"), which option shall be immediately exercisable but shall vest in equal monthly installments over the next twenty-two (22) months. The exercise price of the Consultant's options will be set at the closing price of the Company's common stock on NASDAQ on April 28, 2008. The vesting of such options shall accelerate in full upon a Change in Control of the Company, as such term is defined in the 2007 Plan.

(c) The Company shall pay or reimburse reasonable costs and expenses specifically incurred by Consultants in providing the Consulting Services in accordance with the Company's expense reimbursement guidelines. Any single expense which will exceed $250.00 must be approved in advance by the Company's Chief Executive Officer, President or Chief Financial Officer, or the Company may elect at its sole discretion not to reimburse Consultants for that expense. The Company owns all property and equipment for which Consultants are reimbursed. The Company retains the right to determine the reasonableness of any submitted expense and to deny unreasonable expenses in its sole discretion. The Company will not reimburse Consultants for basic office expenses including, but not limited to, a laptop computer, meals, office space, equipment, telephone, postage, copying, stationery and business cards. Consultants agree to submit all bills for Consulting Services monthly and all requests to reimburse expenses within thirty (30) days of incurring the expense.

4. Confidential Information.

(a) Each Consultant acknowledges that Consultant may acquire information and materials about the Company, including but not limited to information about the Company's operations, services, computer programs, algorithms, application programming interfaces, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions (whether patentable or not), works of authorship, business and product development plans, customers, customer information, and other information concerning the Company's actual or anticipated business, or which is received in confidence by the Company or for the Company from any other person or entity, and that all such information and materials are and shall be the trade secret and confidential and proprietary information of the Company (hereinafter referred to as "*Confidential Information*"). At all times, both during the term of this Agreement and after its termination, each Consultant, including all employees of such Consultant assigned to work on projects for the Company, will keep in confidence and trust and will not use any Confidential Information without the prior written consent of an officer of the Company except as may be necessary and appropriate in the ordinary course of performing the Consulting Services under this Agreement. Each Consultant acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement. Each Consultant hereby acknowledges and agrees that all such Confidential Information shall be the sole and exclusive property of the Company. Confidential Information does not include information that: (i) is now, or hereafter becomes, through no act or failure to act on the part of one or both Consultants, generally known or available to the public; (ii) was known by the Consultants without restriction as to use or disclosure before receiving such information from the Company; or (iii) is hereafter rightfully furnished to Consultant on a non-confidential basis by a third party.

(b) Mr. Adegan acknowledges and agrees that the obligations under his Confidential Information and Invention Assignment Agreement with the Company dated May 22, 2006 (the "*Prior Confidentiality Agreement*") which are effective as of the date of this Agreement shall remain in full force and effect in accordance with its terms and shall not be deemed to be modified by this Agreement.

5. Consultants' Employees. Each Consultant agrees that every employee of Consultant who works on projects for the Company or who has access to the Company's proprietary information, will execute the Company's standard proprietary information and inventions agreement, or a substantially similar document, before having access to any of the Confidential Information.

6. Company Materials. Each Consultant agrees as follows:

(a) All Company Materials (as defined below) shall be the sole and exclusive property of the Company. Neither Consultant nor any of Consultant's employees will remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as required in connection with performance of the Consulting Services under this Agreement. Neither Consultant nor any of Consultant's employees will copy or download to any computer or other equipment owned by Consultant any Confidential Information unless prior written consent to such copying or downloading is obtained from the Company. Should the Company authorize downloading or copying of Confidential Information to Consultant's computer systems or other equipment, such Consultant agrees and warrants that such information will be kept in a separate file(s), segregated from all other information belonging to Consultant or any other entity. For purposes of this Agreement, "*Company Materials*" are documents or other media or tangible items that contain or embody Confidential Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by Consultant or by others. "Company Materials" include, but are not limited to, software, code, drawings, photographs, charts, graphs, notebooks, customer lists, computer media or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like. For the purposes of this Agreement, "*Results*" means any and all deliverables or results of the Consulting Services including, without limitation, all Assigned Invention Ideas.

(b) Upon termination of this Agreement, Consultant will immediately erase all files containing Company information in their entirety. Consultant further agrees that, immediately upon the Company's request and in any event upon completion of the Consulting Services, Consultant shall deliver to the Company all Company Materials, any document or media that contains Results, apparatus, equipment and other physical property or any reproduction of such property, excepting only Consultant's copy of this Agreement. In addition, Consultant will remove from any equipment that belongs to Consultant, including any computer or hard drive that belongs to Consultant, all Confidential Information and will allow the Company to inspect all computers and hard drives used by Consultant to insure that all material has been removed.

7. Inventions. Each Consultant further agrees as follows:

(a) Consultant agrees to assign, and does hereby assign, to the Company without further consideration all right, title, and interest that Consultant may acquire (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Assigned Invention Idea (as defined below), which was developed by Consultant specifically for the Company pursuant to this Agreement (such specific development to be evidenced by a writing describing the Company's development request and Consultant's acceptance of such request in writing, which may consist of electronic mail). All such "*Assigned Invention Ideas*" shall be the sole property of the Company, whether or not patentable. Without limiting the foregoing, Consultant agrees that any such original works of authorship shall be deemed to be "works made for hire" and that the Company shall be deemed the author of them under the U.S. Copyright Act (Title 17 of the U.S. code), provided that in the event and to the extent such works are determined not to constitute "works made for hire" as a matter of law, Consultant irrevocably assigns and transfers to the Company all right, title and interest in such works, including but not limited to copyrights. The term "Assigned *Invention Ideas*" means any and all ideas, processes, trademarks, service marks, inventions, technology, computer programs, original works of authorship, designs, formulas, discoveries, patents, copyrights, and all improvements, rights, and claims related to the foregoing that are conceived, developed, or reduced to practice or authored by Consultant or Consultant's agents, employees, or independent contractors, either solely or jointly with others, resulting from the work performed by Consultant under this Agreement or from the use of proprietary information, materials or facilities of the Company during the period in which Consultant is retained by the Company or its successor in business, under this Agreement or any previous agreements or any extensions or renewals thereof. The Company acknowledges that Consultant previously disclosed prior inventions to the company which Consultant claimed was created by Consultant prior to the term of such Agreement and before the period of employment of consultant as an employee of the Company prior hereto ("Prior Invention"). In this regard, the Company agrees that the Prior Invention, as well as any updates thereto, are not property of the Company and shall remain the sole and exclusive property of their owners.

(b) In the event any Assigned Invention Idea shall be determined by the Company to be patentable or otherwise registerable, Consultant will assist the Company (at its expense) in obtaining letters patent or other applicable registrations, and Consultant will execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations and to vest the Company with full title to them. Consultant's obligation to assist the Company in obtaining and enforcing patents, registrations or other rights for such inventions, shall continue beyond the termination of the consulting and/or contracting arrangement, but the Company shall compensate Consultant at a reasonable rate after such termination for the time actually spent by Consultant at the Company's request

for such assistance. Should the Company be unable to secure Consultant's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Assigned Invention Idea, Consultant hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act on Consultant's behalf, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights of protections with the same force and effects as if executed and delivered by Consultant.

(c) Consultant agrees to maintain adequate and current written records on the development of all Assigned Invention Ideas and to disclose promptly to the Company all Assigned Invention Ideas and relevant records, which records will remain the sole property of the Company.

8. Noncompetition. Mr. Adegan agrees that, during the term of this Agreement, he shall not engage in any commercial activities or endeavors that are in direct competition with the Company. However, this section excludes the business of sourcing parts for repair facilities, mechanics, service-centers, collision-repair-centers utilizing Consultants' previously developed technologies and all of their derivitives and enhancements.

9. Nonsolicitation. Each Consultant agrees that during the term of this Agreement (and in any event through the one year anniversary of the termination date of this Agreement), such Consultant will not (a) directly or indirectly solicit, induce, encourage or attempt to solicit or induce any Company employee to discontinue his or her employment with the Company; (b) usurp any opportunity of the Company that such Consultant becomes aware of during the term of this Agreement or which is made available to the Consultant on the basis of Consultant's relationship with the Company; or (c) directly or indirectly interfere with, solicit, induce or attempt to influence any person or business that is an account, customer or client of the Company for the purpose or with the result of adversely impacting the Company's relationship with the account, customer or client.

10. Independent Contractor. Each Consultant agrees, acknowledges and understands that:

(a) Consultant shall act in the capacity of an independent contractor with respect to the Company. Consultant shall not have any authority to enter into contracts or binding commitments in the name or on behalf of the Company. Consultant will not use the Company's logo or marks without prior written approval, and then such use shall be only for the benefit of the Company and at the direction of the Company. Consultant shall not be, nor represent itself as being, an agent of the Company, and shall not be, nor represent itself as being, authorized to bind the Company.

(b) Consultant and its employees shall not be employees of the Company and shall not participate in any employee benefit plans or group insurance plans or programs (including, but not limited to salary, bonus or incentive plans, or plans pertaining to retirement, deferred savings, disability, medical or dental) regardless of whether Consultant or any of Consultant's employees are classified as an employee for any other purpose or is otherwise eligible to participate pursuant to the terms of such plans. The exclusion of Consultant and his employees, if any, from benefit programs maintained by the Company is a material component of the terms of compensation negotiated by the parties, and is not premised on Consultant's status as a non-employee with respect to the Company. Except for the stock option to be provided pursuant to Section 3(b) or any other stock-based award specifically granted by the Company's board of directors or its Compensation Committee, to the extent that Consultant may become eligible for any benefit programs maintained by the Company (regardless of timing or reason for eligibility), Consultant hereby waives his right to participate in the programs and will indemnify and hold the Company harmless from any claim by Consultant or any of Consultant's employees against the Company for benefits pursuant to any of the Company's employee benefit plans.

(c) Consultant understands and agrees that consistent with his independent contractor status, neither he nor his employees, if any, will apply for any government-sponsored benefits intended only for employees of the Company, including, but not limited to, unemployment benefits and all such benefits will be provided solely by or through Consultant. Consultant is solely responsible for all taxes, withholdings, and other similar statutory obligations, including, but not limited to, Workers' Compensation, Unemployment or State Disability Insurance for Consultant and/or his employees; and Consultant agrees to defend, indemnify and hold Company harmless from any and all claims made by any entity on account of an alleged failure by Consultant to satisfy any such tax or withholding obligations.

11. Consultant's Representations. Each Consultant agrees, represents and warrants that:

(a) Consultant's performance of the Consulting Services or of any term of this Agreement will not breach any agreement or understanding that Consultant has with any other person or entity and that there is no other contract or duty now in existence inconsistent with the terms of this Agreement;

(b) During the term of this Agreement, Consultant shall not be bound by any agreement, nor assume any obligation, which would in any way be inconsistent with the Consulting Services to be performed by Consultant under this Agreement;

(c) In performing the Consulting Services, Consultant will not use any confidential or proprietary information of any other person or entity or infringe the intellectual property rights (including, without limitation, patent, copyright, trademark or trade secret rights) of any other person or entity nor will Consultant disclose to the Company, or bring onto the Company's premises, or induce the Company to use any confidential information of any person or entity other than the Company or Consultant;

(d) During the term of this Agreement, Consultant will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. Consultant represents and warrants that Consultant has returned all property and confidential information belonging to all prior entities for whom Consultant has provided services, including, without limitation, all files, records, documents, laboratory notebooks, drawings, prototypes, plans, specifications, computer disks, sources codes, manuals, books, forms, receipts, notes, reports, memoranda, studies, data, calculations, recordings, catalogues, compilations of information, correspondence, and all copies, abstracts, and summaries of the foregoing, instruments, tools, and equipment, and all other physical items related to the business of the prior entities. Consultant further represents and warrants that Consultant's performance of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to or concurrent with this Agreement with the Company. Consultant has not entered into, and agrees not to enter into, any oral or written agreement in conflict with this one;

(e) Consultant will abide by all applicable laws and the Company's safety rules in the course of performing the Consulting Services; and

(f) Consultant will not use or retain any other individual(s) or employee(s) in performing services for the Company except in compliance with all of the following conditions:

(i) All individual(s) or employees used have acknowledged, in writing, that they are not employees, agents or subcontractors of the Company for any purpose. Consultant hereby assumes full responsibility for all actions of all such individuals, and agrees to indemnify and hold the Company harmless from any and all claims by such individuals, by Consultant or by any federal state or local government agency relating to services performed in conjunction with this Agreement.

(ii) Consultant agrees and assumes full liability and responsibility for payment of compensation, taxes and other legal obligations (including, but not limited to, withholding, reporting of income, social security, unemployment and workers' compensation). Consultant agrees to indemnify and hold the Company harmless from any claims by federal, state or local government entities or agencies relating to the payment of compensation, taxes, unemployment contributions, tax withholding, insurance or other legal obligations arising out of or relating to services performed under this Agreement.

(iii) All individual(s) or employees have signed a standard proprietary information agreement and inventions agreement of the Company, or a substantially similar document.

12. Indemnification. Consultants will jointly defend, indemnify and hold the Company harmless against any and all losses, liabilities, damages, claims, demands, suits, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising or resulting, directly or indirectly, from (a) any act or omission of a Consultant or a Consultant's breach of any term or condition of this Agreement, or (b) infringement by a Consultant's performance of the Consulting Services of any third party intellectual property rights or (c) any failure (alleged or actual) by a Consultant to satisfy any of tax or withholding obligations resulting from his services to the Company.

13. Miscellaneous Provisions.

(a) Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. All parties hereto further agree that any dispute between them may be determined only by a state or federal court of competent jurisdiction in Los Angeles County, California, and all parties hereby consent to venue and jurisdiction in that forum, based on the fact that this Agreement has been made and executed in that county, and will be at least partially performed there.

(b) If one or more provisions of this Agreement are held to be illegal or unenforceable, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required and the balance of the Agreement shall be interpreted as if such portion(s) were so limited or excluded and shall be enforceable in accordance with its terms.

(c) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns; provided, however, that this Agreement and its rights and obligations are not assignable by Consultants without the Company's prior written consent.

(d) Any notice required under this Agreement shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed facsimile or electronic mail if sent during normal business hours of the recipient (if not sent during normal business hours, then on the next business day), (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, if sent within the United States (but seven (7) days after having been sent by similar mail service if sent from, or to, an address outside the United States) or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices shall be sent to the party entitled to such notice at the address indicated below such party's signature line on this Agreement or at such other address as such party may designate by ten (10) days advance written notice under this section to all other parties to this Agreement.

(e) This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes all prior understandings or agreements between the parties with regard to its subject matter, except with respect to agreements incorporated by reference in this Agreement or specifically deemed not to be modified by this Agreement (including the Prior Confidentiality Agreement). This Agreement can only be modified by a subsequent written agreement executed by both parties.

(f) This Agreement may be signed in counterparts, each of which shall be deemed an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Consulting Agreement is entered into on the date first set forth above.

**COMPANY:**

**U.S. Auto Parts Network, Inc.**
By: /s/MICHAEL J. McCLANE
Name: Michael J. McClane
Title: Chief Financial Officer

**CONSULTANTS:**

**Alexander Adegan**
By: /s/ALEXANDER ADEGAN
Address: **********
Fax No.: **********
E-mail: **********

**uParts.com, Inc.**
By: /s/ALEXANDER ADEGAN
Title: President & C.E.O
Address: **********
Fax No.: **********
Email: **********

**10.3**

**U.S. AUTO PARTS NETWORK, INC.**

**NON-INCENTIVE STOCK OPTION AGREEMENT**

This NON-INCENTIVE STOCK OPTION AGREEMENT (the "*Agreement*") is made this April 28, 2008, by and between U.S. Auto Parts Network, Inc., a Delaware corporation (the "*Company*"), and Alexander Adegan, an individual resident of California ("*Optionee*"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the U.S. Auto Parts Network, Inc. 2007 Omnibus Incentive Plan (the "*Plan*").

1. Grant of Option.

The Company hereby grants Optionee the option (the "*Option*") to purchase all or any part of an aggregate of 120,000 shares (the "*Shares*") of common stock, $0.001 par value ("*Common Stock*"), of the Company at the exercise price of $3.16 per share according to the terms and conditions set forth in this Agreement and in the Plan. The Option will ***not*** be treated as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Option is issued under the Plan and is subject to its terms and conditions. A copy of the Plan will be furnished upon request of Optionee.

2. Vesting of Option Rights.

(a) The Option shall have a vesting commencement date of April 28, 2008, (the "*Vesting Commencement Date*"), and except as otherwise provided in this Agreement, the Option shall be exercisable for vested Shares only. The Option shall initially be for unvested Shares. The Shares shall become vested Shares in a series of twenty-two (22) successive equal monthly installments upon Optionee's completion of each additional month of Service over the twenty-one (21) month period measured from the Vesting Commencement Date. In no event shall any additional Shares vest after Optionee's Service ceases.

(b) During the lifetime of Optionee, the Option shall be exercisable only by Optionee and shall not be assignable or transferable by Optionee, other than by will or the laws of descent and distribution. Notwithstanding the foregoing, Optionee may transfer the Option to any Family Member (as such term is defined in the General Instructions to Form S-8 (or successor to such Instructions or such Form)); *provided*, *however*, that (i) Optionee may not receive any consideration for such transfer, (ii) the Family Member must agree in writing not to make any subsequent transfers of the Option other than by will or the laws of the descent and distribution and (iii) the Company receives prior written notice of such transfer.

3. Exercise of Option after Death or Termination of Employment or Service.

The Option shall terminate and may no longer be exercised if Optionee ceases to be employed by or provide Service to the Company or its Affiliates, except that:

(a) If Optionee's employment or Service shall be terminated for any reason, voluntary or involuntary, other than for "*Misconduct*" (as defined in Section 3(e)) or Optionee's death or Permanent Disability, Optionee may at any time within a period of one (1) month after such termination exercise the Option to the extent the Option was exercisable by Optionee on the date of the termination of Optionee's employment or Service.

(b) If Optionee's employment or Service is terminated for Misconduct, the Option shall be terminated as of the date of the act giving rise to such termination.

(c) If Optionee shall die while the Option is still exercisable according to its terms, or if employment or Service is terminated because of Optionee's Permanent Disability while in the employ of the Company, and Optionee shall not have fully exercised the Option, such Option may be exercised, at any time within twelve (12) months after Optionee's death or date of termination of employment or Service for Permanent Disability, by Optionee, personal representatives or administrators or guardians of Optionee, as applicable, or by any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution, to the extent of the full number of Shares Optionee was entitled to purchase under the Option on (i) the earlier of the date of death or termination of employment or Service or (ii) the date of termination for such Permanent Disability, as applicable.

(d) Notwithstanding the above, in no case may the Option be exercised to any extent by anyone after the termination date of the Option.

(e) "*Misconduct*" shall have the same meaning as "Cause", as such term is defined in the Consulting Agreement dated April 28, 2008 by and between the Company and Optionee. The foregoing definition shall not in any way preclude or restrict the right of the Company (or any Affiliate) to discharge or dismiss any Optionee or other person in the Service of the Company (or any Affiliate) for any other acts or omissions but such other acts or omissions shall not be deemed, for purposes of the Agreement, to constitute grounds for termination for Misconduct.

4. Method of Exercise of Option.

Subject to the foregoing, the Option may be exercised in whole or in part from time to time by serving written notice of exercise on the Company at its principal office within the Option period. The notice shall state the number of Shares as to which the Option is being exercised and shall be accompanied by payment of the exercise price. Payment of the exercise price shall be made (i) in cash (including bank check, personal check or money order payable to the Company), (ii) with the approval of the Company (which may be given in its sole discretion), by delivering to the Company for cancellation shares of the Company's Common Stock already owned by Optionee having a Fair Market Value equal to the full exercise price of the Shares being acquired, (iii) with the approval of the Company (which may be given in its sole discretion) and subject to Section 402 of the Sarbanes-Oxley Act of 2002, by delivering to the Company the full exercise price of the Shares being acquired in a combination of cash and Optionee's full recourse liability promissory note with a principal amount not to exceed eighty percent (80%) of the exercise price and a term not to exceed five (5) years, which promissory note shall provide for interest on the unpaid balance thereof which at all times is not less than the minimum rate required to avoid the imputation of income, original issue discount or a below-market rate loan pursuant to Sections 483, 1274 or 7872 of the Code or any successor provisions thereto, (iv) subject to Section 402 of the Sarbanes-Oxley Act of 2002, to the extent this Option is exercised for vested shares, through a special sale and remittance procedure pursuant to which Optionee shall concurrently provide irrevocable instructions (1) to Optionee's brokerage firm to effect the immediate sale of the purchased Shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased Shares plus all applicable income and employment taxes required to be withheld by the Company by reason of such exercise and (2) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale, or (v) with the approval of the Company (which may be given in its sole discretion) and subject to Section 402 of the Sarbanes-Oxley Act of 2002, by delivering to the Company a combination of any of the forms of payment described above. This Option may be exercised only with respect to full shares and no fractional share of stock shall be issued.

5. Change in Control.

(a) Immediately prior to the specified effective date of a Change in Control, the unvested Shares subject to this Option shall automatically become vested Shares, and this Options shall be exercisable for all or any portion of such Shares.

(b) Immediately following the consummation of the Change in Control, this Option shall terminate, except to the extent assumed by the successor corporation (or parent thereof) or otherwise continued in effect pursuant to the terms of the Change in Control transaction. If this Option is assumed in connection with a Change in Control or otherwise continued in effect, then this Option shall be appropriately adjusted, immediately after such Change in Control, to apply to the number and class of securities which would have been issuable to Optionee in consummation of such Change in Control had the Option been exercised immediately prior to such Change in Control, and appropriate adjustments shall also be made to the exercise price, *provided* the aggregate exercise price shall remain the same. To the extent that the actual holders of the Company's outstanding Common Stock receive cash consideration for their Common Stock in consummation of the Change in Control, the successor corporation may, in connection with the assumption of this Option, substitute one or more shares of its own common stock with a fair market value equivalent to the cash consideration paid per share of Common Stock in such Change in Control.

(c) This Agreement shall not in any way affect the right of the Company to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(d) For purposes of this Agreement, "*Change in Control*" shall mean a change in ownership or control of the Company effected through any of the following transactions: (i) a merger, consolidation or other reorganization unless securities representing more than 50% of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Company's outstanding voting securities immediately prior to such transaction; (ii) the sale, transfer or other disposition of all or substantially all of the Company's assets; or (iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company), of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders.

6. Capital Adjustments and Reorganization.

. Should any change be made to the Common Stock by reason of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Company's receipt of consideration, appropriate adjustments shall be made to (a) the number and/or class of securities subject to this Option and (b) the exercise price in order to reflect such change and thereby preclude a dilution or enlargement of benefits hereunder.

7. Miscellaneous.

(a) Entire Agreement; Plan Provisions Control. This Agreement (and any addendum hereto) and the Plan constitute the entire agreement between the parties hereto with regard to the subject matter hereof. In the event that any provision of the Agreement conflicts with or is inconsistent in any respect with the terms of the Plan, the terms of the Plan shall control. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be and binding on all persons having an interest in this Option. All capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meaning assigned to them in the Plan.

(b) No Rights of Stockholders. Neither Optionee, Optionee's legal representative nor a permissible assignee of this Option shall have any of the rights and privileges of a stockholder of the Company with respect to the Shares, unless and until such Shares have been issued in the name of Optionee, Optionee's legal representative or permissible assignee, as applicable, without restrictions thereto.

(c) No Right to Employment. The grant of the Option shall not be construed as giving Optionee the right to be retained in the employ of, or if Optionee is a director of the Company or an Affiliate as giving the Optionee the right to continue as a director of, the Company or an Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate such employment or position at any time, with or without cause. In addition, the Company or an Affiliate may at any time dismiss Optionee from employment, or terminate the term of a director of the Company or an Affiliate, free from any liability or any claim under the Plan or the Agreement. Nothing in the Agreement shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. The Option granted hereunder shall not form any part of the wages or salary of Optionee for purposes of severance pay or termination indemnities, irrespective of the reason for termination of employment. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Agreement or Plan which such employee might otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, Optionee shall be deemed to have accepted all the conditions of the Plan and the Agreement and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

(d) Governing Law. The validity, construction and effect of the Plan and the Agreement, and any rules and regulations relating to the Plan and the Agreement, shall be determined in accordance with the internal laws, and not the law of conflicts, of the State of Delaware.

(e) Severability. If any provision of the Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Agreement under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Agreement, such provision shall be stricken as to such jurisdiction or the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(f) No Trust or Fund Created. Neither the Plan nor the Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and Optionee or any other person.

(g) Headings. Headings are given to the Sections and subsections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement or any provision thereof.

(h) Notices. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to Optionee shall be addressed to Optionee at the address of record provided to the Company by Optionee in connection with Optionee's employment with or Services provided to the Company or such other address as Optionee may designate by ten (10) days' advance written notice to the Company. Any notice required to be given under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon the third (3rd) day following deposit in the U.S. mail, registered or certified, postage prepaid and properly addressed to the party entitled to such notice.

(i) Conditions Precedent to Issuance of Shares. Shares shall not be issued pursuant to the exercise of the Option unless such exercise and the issuance and delivery of the applicable Shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, state blue sky laws, the requirements of any applicable Stock Exchange or the Nasdaq Stock Market and the Delaware General Corporation Law. As a condition to the exercise of the purchase price relating to the Option, the Company may require that the person exercising or paying the purchase price represent and warrant that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation and warranty is required by law.

(j) Withholding. In order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it upon the exercise of the Option and in order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to insure that, if necessary, all applicable federal or state payroll, withholding, income or other taxes are withheld or collected from Optionee.

(k) Consultation With Professional Tax and Investment Advisors. Optionee acknowledges that the grant, exercise and vesting with respect to this Option, and the sale or other taxable disposition of the Shares, may have tax consequences pursuant to the Code or under local, state or international tax laws. Optionee further acknowledges that Optionee is relying solely and exclusively on Optionee's own professional tax and investment advisors with respect to any and all such matters (and is not relying, in any manner, on the Company or any of its employees or representatives). Optionee understands and agrees that any and all tax consequences resulting from the Option and its grant, exercise and vesting, and the sale or other taxable disposition of the Shares, is solely and exclusively the responsibility of Optionee without any expectation or understanding that the Company or any of its employees or representatives will pay or reimburse Optionee for such taxes or other items.

(l) Acceptance of Option. By accepting receipt of this Agreement, Optionee hereby agrees to the terms and conditions set forth in this Agreement and the Plan with respect to the Option and any Shares issued as a result of the exercise of the Option, in whole or in part.

**IN WITNESS WHEREOF**, the Company has executed this Agreement and caused this Option to be issued to Optionee on the date set forth in the first paragraph above.

**U.S. AUTO PARTS NETWORK, INC.**

By: /s/ MICHAEL McCLANE
Name: Michael McClane
Title: Chief Financial Officer