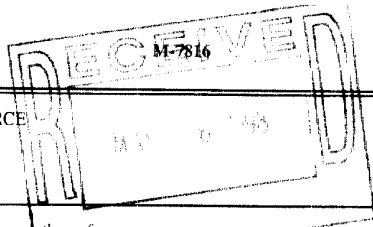


MRD 5-6-98

05-15-1998



MERCE



100710599

To the Honorable Commissioner of Patents and Trademarks

its or copy thereof

1. Name of conveying party(ies): Keystone Automotive Warehouse

Individual(s) Association
 General Partnership - Pennsylvania Limited Partnership
 Corporation - State
 Other

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies)?

Name: Keystone Automotive Operations, Inc.

Internal Address:

Street Address: 44 Tankhanock Avenue

City: Exeter State: Pennsylvania Zip: 18643

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - Pennsylvania
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached?
 Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 6, 1998

4. Application number(s) or registration number(s): 841,546; 1,012,541; 1,024,633; 1,112,232; 1,127,479; 1,095,895; 1,102,633; 1,116,356; 1,437,943; 1,443,052; 1,443,055; 1,824,708; 1,983,049; 75/033,355; 75/033,356

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Gary D. Krugman
SUGHRUE, MION, ZINN, MACPEAK & SEAS
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3202

6. Total number of applications and registration involved: 15

7. Total Fee (37 CFR 3.41): \$390.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.

Authorized to be charged to Deposit Account

8. Deposit Account No.

(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

Gary D. Krugman
Name

May 6, 1998
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: _____

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

05/14/1998 TT0011 0660758 841546 40 00 00 350 00 00

TRADEMARK

REEL: 1725 FRAME: 0573

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into this 6th day of March, 1998, by Keystone Automotive Warehouse, a Pennsylvania general partnership ("Assignor"), in favor of Keystone Automotive Operations, Inc., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor owns the United States trademarks, trademark registrations and applications for registration of trademarks identified and set forth in Exhibit A attached hereto (collectively, the "Trademarks"), and the good will of the business associated with the Trademarks; and

WHEREAS, pursuant to a certain Agreement and Plan of Recapitalization between the Keystone Companies (as defined therein), the Sellers (as defined therein), Keystone Automotive Investments, LLC, a Delaware limited liability company, and Assignee, dated as of February 10, 1998, as amended, as such agreement may be amended (the "Agreement"), Assignor agreed to assign to Assignee its entire right, title and interest in and to the Trademarks; and

WHEREAS, pursuant to the Agreement, Assignee is a successor to that portion of Assignor's business to which the Trademarks sought to be registered pertain, such business being ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and delivers to the Assignee, the entire right, title and interest of Assignor in and to the Trademarks, together with the good will associated therewith.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of, and to issue in accordance with this instrument, all of the Trademarks.

This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

KEYSTONE AUTOMOTIVE WAREHOUSE

By: Leonard Ross

Name: Leonard Ross
General Partner

EXHIBIT A

I. United States Trademark Registrations

Mark/Reg. No. Date Registered	Owner	First Use	Goods/Services
K KEYSTONE and Design 841,546 1/2/1968	Keystone Automotive Warehouse	2/15/1965	Automobile wheels (Int. Cl. 12)
KEYSTONE 1,012,541 6/3/1975	Keystone Automotive Warehouse	6/1962	Mini-cycles, and vehicle accessories, namely, wheels, mud fins, hood fastening locks, hub covers, wheel adaptor plates and adaptor spacers (Int. Cl. 12)
MOJOCK 1,024,633 11/11/1975	Keystone Automotive Warehouse	1/2/1975	Wheels for automobiles (Int. Cl. 12)
K TRI-LUG and Design 1,112,232 1/30/1979	Keystone Automotive Warehouse	7/22/1976	Custom automobile wheels (Int. Cl. 12)
KLASSIC 1,127,479 12/11/1979	Keystone Automotive Warehouse	12/31/1969	Custom wheels for automobiles (Int. Cl. 12)
FINE WIRE 1,095,895 7/11/1978	Keystone Automotive Warehouse	1/16/1976	Automobile wheels (Int. Cl. 12)
STRIKER 1,102,633 9/19/1978	Keystone Automotive Warehouse	6/25/1977	Automotive wheels (Int. Cl. 12)
K KEYSTONE (stylized) 1,116,356 4/10/1979	Keystone Automotive Warehouse	9/21/1977	Custom automobile and truck wheels, valve stems, lug nuts, lug nut washers, adapters, spacers, and hub covers (Int. Cl. 12)

Mark/Reg. No. Date Registered	Owner	First Use	Goods/Services
KEYSTONE RAIDER 1,437,943 4/28/1987	Keystone Automotive Warehouse	4/1/1975	Vehicle wheels (Int. Cl. 12)
VORTEX 1,443,052 6/16/87	Keystone Automotive Warehouse	1980	Vehicle wheels (Int. Cl. 12)
DIA-MAG 1,443,055 6/16/1987	Keystone Automotive Warehouse	1977	Vehicle wheels (Int. Cl. 12)
KEYSTONE and Design 1,824,708 3/1/1994	Keystone Automotive Warehouse	3/1971	Distributorship services in the field of auto parts (Int. Cl. 42)
A and Design 1,983,049 6/25/1996	Keystone Automotive Warehouse	2/27/1970	Automobile wheels (Int. Cl. 12)

II. United States Trademark Applications

Mark/Apl. No. /Date Filed	Applicant	First Use	Goods/Services
A and Design 75/033,355 12/15/1995	Keystone Automotive Warehouse	Intent-to-use	Hydraulic jacks and jack stands therefor (Int. Cl. 7)
APPLIANCE 75/033,356 12/15/1995	Keystone Automotive Warehouse	Intent-to-use	Hydraulic jacks and jack stands therefor (Int. Cl. 7)