

12-14-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/14/1999 TTON11 00000039 2025221

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001998 FRAME: 0330

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Sharon S. Patterson

Sharon S. Patterson

11-18-99

Name of Person Signing

Signature

Date Signed

**CONTINUING SECURITY INTEREST AND
CONDITIONAL ASSIGNMENT OF PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS CONTINUING SECURITY INTEREST AND CONDITIONAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Assignment") is made as of this 12 day of November, 1999 by and among the direct and indirect subsidiaries of "Borrower" (as defined below) as set forth on Exhibit A attached hereto (collectively, "Assignors" and individually, "Assignor"), and Bank of America, N.A., a national banking association, as administrative agent for Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to a Credit Agreement of even date herewith, (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") among LKQ Corporation, a Delaware corporation ("Borrower"), the various financial institutions as are, or may from time to time become, parties thereto ("Lenders"), Bank of America, N.A., as a Lender and as administrative agent for the Lenders ("Administrative Agent"), LaSalle Bank National Association, as a lender and as syndication agent for the Lenders and Banc of America Securities LLC as arranger, Lenders have extended commitments to make credit extensions to Borrower;

WHEREAS, pursuant to a certain Master Corporate Guaranty of even date herewith, (as the same may be amended, modified or supplemented from time to time, the "Guaranty"), executed by each Assignor in favor of Administrative Agent, each Assignor has guaranteed Borrower's obligations under the Credit Agreement, and

WHEREAS, pursuant to a certain Master Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") among each Assignor and Administrative Agent, each Assignor has granted to Administrative Agent a security interest in certain of such Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions.

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of "Secured Obligations" (as defined in the Security Agreement), each Assignor hereby grants to Administrative Agent a continuing security interest, as and by way of a first mortgage and security interest having priority over all other security interests, in such Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign patents and patent applications are sometime hereinafter individually and/or collectively referred to as the "Patents");

(b) United States and foreign copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign copyrights are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including the trademarks and applications listed on Schedule C attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the

foregoing trademarks, tradenames, service marks, trademark registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) any license agreement in which any Assignor is or becomes licensed to use a Patent, Copyright, Trademark or the know-how of any other Person including, without limitation, the license agreements listed on Schedules A, B and C attached hereto and made a part hereof (all the foregoing are referred to as the "Licenses"); and

(e) the goodwill of each Assignor's business connected with the use of and symbolized by the Trademarks.

3. Assignment of Patents. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit each Assignor's entire right, title and interest in and to all Patents.

4. Assignment of Copyrights. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit each Assignor's entire right, title and interest in and to all Copyrights.

5. Assignment of Trademarks and Goodwill. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit Assignor's entire right, title and interest in and to all Trademarks and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

6. Assignment of Licenses. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit any and all rights of such Assignor under the Licenses and any license agreement with any other Person, whether such Assignor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by such Assignor and now or hereafter covered by such License and agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could affect the

validity or enforcement of the rights transferred to Administrative Agent under this Assignment, which rights are used or usable in the conduct of such Assignor's business.

7. Royalties; Term. Each Assignor hereby agrees that the use by Administrative Agent of all Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by such Assignor, and without any liability for royalties or other related charges from Administrative Agent to such Assignor. The term of the assignments and grant of security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Copyrights, Trademarks and Licenses assigned hereunder, and (ii) the indefeasible payment of the Secured Obligations and the termination of the Credit Agreement.

8. Reports of Applications. The United States and foreign Patents, Copyrights, Trademarks and Licenses constitute all of the patents, copyrights, trademarks, applications and licenses now owned by any Assignor. Each Assignor shall provide Administrative Agent on a quarterly basis with a list of all new applications for United States and foreign letters patent, copyright registrations and registered trademarks and licenses, if any, which new applications, patents, copyright registrations, trademarks and licenses shall be subject to the terms and conditions of the Security Agreement and this Assignment.

9. Effect on Credit Agreement; Cumulative Remedies. Each Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Administrative Agent and Lenders under the Credit Agreement, the Security Agreement or any other Loan Document but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Administrative Agent with respect to the Patents, Copyrights, Trademarks and Licenses, whether established hereby, by the Credit Agreement, the Security Agreement or any other Loan Document, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, ADMINISTRATIVE AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS, TRADEMARKS AND LICENSES UNLESS AND UNTIL AN EVENT OF DEFAULT IS OUTSTANDING, AND UNLESS AN EVENT OF DEFAULT IS OUTSTANDING, EACH ASSIGNOR SHALL HAVE SUCH RIGHT AS THE LICENSEE OF ADMINISTRATIVE AGENT.

10. Binding Effect; Benefits. This Assignment shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent and its successors and assigns.

11. **APPLICABLE LAW; SEVERABILITY.** THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS; **PROVIDED,** THAT ADMINISTRATIVE AGENT AND LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. WHENEVER POSSIBLE, EACH PROVISION OF THIS

ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

EACH OF THE SUBSIDIARIES SET FORTH ON EXHIBIT A

By Frank P. Galan
The Vice President-Finance of each such Subsidiary

DAMRON AUTO PARTS L.P.

By: Its General Partner,
Damron Holding Company

By Frank P. Galan
Its _____

Accepted and Agreed to:

BANK OF AMERICA, N.A., as administrative agent

By Mark L. Bush
Its Agency Officer

EXHIBIT A

250 Auto Wreckers Corp.
Akron Airport Properties, Inc.
BFAA Acquisition Corp.
Black Horse Auto Parts, Inc.
Bud's Auto Parts, Inc.
DAP Management, Inc.
DAP Trucking, Inc.
Damron Auto Parts, Inc.
Damron Auto Parts, L.P.
Damron Holding Company
Dismantling & Recycling, Inc.
Gorham Auto Parts Corp.
Grainger Auto Parts, Inc.
Hustisford Auto Co.
Lakenor Auto & Truck Salvage, Inc.
LKQ All Models Corp.
LKQ Auto Parts of Utah, Inc.
LKQ B&D Auto Recyclers Corp.
LKQ Best Automotive Corp.
LKQ D&R Auto Parts Corp.
LKQ Florida, Inc.
LKQ Great Lakes Corp.
LKQ Hunts Point Auto Parts Corp.
LKQ John's Eastside Corp.
LKQ John's Mid-Valley Corp.
LKQ John's Westside Corp.
LKQ Management Company
LKQ Manchester Auto Parts Corp.
LKQ Midwest Auto Parts Corp.
LKQ Raleigh Auto Parts Corp.
LKQ Viking Auto Salvage Corp.
Mabry Auto Salvage Corp.
Mid-America Auto Parts, Inc.
Redding Auto Center, Inc.
Route 16 Auto Salvage, Inc.
Royal's Auto Salvage, Inc.
Smith's Auto Sales and Salvage Corp.
Star Auto Parts, Inc.
Triplett Auto Recyclers, Inc.
United Auto Dismantling, Inc.

TRADEMARK

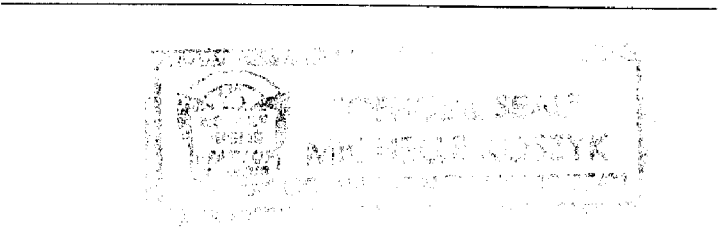
REEL: 001998 FRAME: 0338

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this ___ of ___, ___ by Frank Erlain, personally known to me to be the vice president of each subsidiary set forth on Exhibit A a _____ corporation on behalf of such corporation.

Michelle Koszyk
Notary Public

My commission expires: 10-7-01



STATE OF Illinois)
) SS
COUNTY OF Cook)

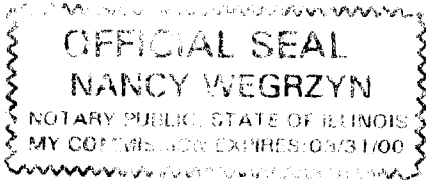
The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this ___ of ___, ___ by Frank Erlain, personally known to me to be the Vice President of Damron Holding Company, a ___ corporation, on behalf of such corporation.

Michelle Kossyk
Notary Public

My commission expires: 10-7-01

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses was executed and acknowledged before me this 8th of December, 1999 by Michael Brashler, personally known to me to be the Agency Officer of Bank of America, N.A., a national banking association, on behalf of such banking association.



Nancy Wegrzyn
Notary Public

My commission expires:

March 31, 2000

SCHEDULE A

PATENTS

| <u>U.S. Patent No.</u> | <u>Date Issued</u> | <u>Related Foreign Patents</u> |
|------------------------|--------------------|------------------------------------|
| None | | |

PATENT APPLICATIONS

| <u>U.S. Patent Application No.</u> | <u>Date Applied</u> |
|------------------------------------|---------------------|
| None | |

PATENT LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date of Agreement</u> |
|--------------------------|----------------|--------------------------|
| None | | |

SCHEDULE B

COPYRIGHT REGISTRATIONS

Registration No.

Date

None

COPYRIGHT APPLICATIONS

Copyright Description

Copyright Application No.

Date Applied

None

COPYRIGHT LICENSES

Name of Agreement

Parties

Date of Agreement

None

SCHEDULE C

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Registration No.</u> | <u>Date</u> |
|---|---------------------------|-------------|
| Smart Parts | Wisconsin (not available) | 1/14/81 |
| Midwest Foreign Auto | Nebraska (10004351) | 7/23/99 |
| Mid-America Auto Parts, Inc. A Division of Recyclers Group | Kansas (13815) | 2/6/96 |
| Tripletasap Auto Salvage Auto Parts | 2025221 | 12/24/96 |
| Buck Savers | Ohio (3935) | 10/26/90 |

TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Trademark Application No.</u> | <u>Date Applied</u> |
|-------------|----------------------------------|---------------------|
| None | | |

TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date of Agreement</u> |
|--------------------------|----------------|--------------------------|
| None | | |

UNREGISTERED TRADEMARKS