

02-25-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101275589

**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)

City

NC

USA

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation ☒ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization

02/24/2000 DNGUYEN 00000275 75033355

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 475.00 DP

515E

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: 002026 FRAME: 0026

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 (704) 331-7537

Name

David L. Batty, Esq.

Address (line 1)

Kennedy Covington Lobdell & Hickman, L.L.P.

Address (line 2)

100 N. Tryon Street, Suite 4200

Address (line 3)

Charlotte, NC 28202-4006

Address (line 4)

Pages

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

#

7

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)

75033355

75033356

75758602

841546

1012541

1024633

75234412

1112232

1127479

1095895

1102633

1116356

1437943

Number of Properties

Enter the total number of properties involved.

#

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

515.00

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.

Tracy N. Stouse

Name of Person Signing

Signature

2/18/2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional 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)

City

State/Country

Zip Code

☐ 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 the Assignment.)

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

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

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

1443052	1443055	1824708
1983049	2025180	2026615
1999091		

TRADEMARK SECURITY AGREEMENT

WHEREAS, KEYSTONE MARKETING SERVICES, INC., a corporation organized under the laws of Nevada ("Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated and otherwise modified, the "Credit Agreement") dated as of March 6, 1998, among Keystone Automotive Operations, Inc. and the Additional Borrowers party thereto (collectively, the "Borrowers"), such Lenders party thereto (collectively, the "Lenders"), First Union National Bank, as administrative agent for the ratable benefit of itself and the Lenders (the "Administrative Agent"), First Union Capital Markets Corp. (as the successor to First Union Capital Markets, a division of Wheat First Securities, Inc.) and GECC Capital Markets Group, Inc., as Co-Syndication Agents, the Lenders have agreed to extend certain Loans and issue or participate in certain Letters of Credit according to the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 6, 1998 (as said Agreement may be amended, restated or otherwise modified from time to time, the "Security Agreement;" all capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Security Agreement), between the Borrowers and the Administrative Agent, the Borrowers have granted to the Administrative Agent for the ratable benefit of the Agents and Lenders a security interest in certain assets of each of the Borrowers, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers (including the Grantor) under the Credit Agreement and the other Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Administrative Agent for the ratable benefit of the Agents and Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired in order to secure the Secured Obligations referred to herein:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

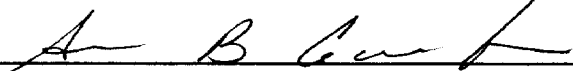
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of August, 1999.

KEYSTONE MARKETING SERVICES, INC.

By: 
Name: Ann B. Cianflone
Title: Secretary

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

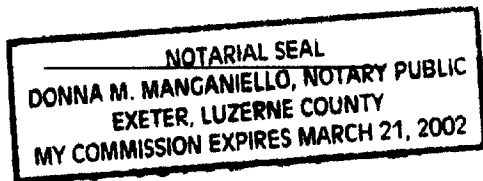
COUNTY OF LUZERNE

I, Donna M. Manganiello, a Notary Public for said County and State, do hereby certify that Ann B. Cianflone personally appeared before me this day and stated that (s)he is Secretary of Keystone Marketing Services, Inc. and acknowledged, on behalf of Keystone Marketing Services, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 31st day of August, 1999.


Notary Public

My commission expires:



SCHEDULE I
to the
TRADEMARK SECURITY AGREEMENT

I. U.S. Federal Trademark Registrations

Mark	Owner	Reg. No./Reg. Date	Goods/Services (Class)
K KEYSTONE and Design	Keystone Marketing Services, Inc.	841,546 1/2/68	Automobile wheels (Int. Cl. 12)
KEYSTONE	Keystone Marketing Services, Inc.	1,012,541 6/3/75	Mini-cycles, and vehicle accessories, namely, wheels, mud fins, hood fastening locks, hub covers, wheel adaptor plates and adaptor spacers (Int. Cl. 12)
MOJOCK	Keystone Marketing Services, Inc.	1,024,633 11/11/75	Wheels for automobiles (Int. Cl. 12)
K TRI-LUG and Design	Keystone Marketing Services, Inc.	1,112,232 1/30/79	Custom automobile wheels (Int. Cl. 12)
KLASSIC	Keystone Marketing Services, Inc.	1,127,479 12/11/79	Custom wheels for automobiles (Int. Cl. 12)
FINE WIRE	Keystone Marketing Services, Inc.	1,095,895 7/11/78	Automobile wheels (Int. Cl. 12)
STRIKER	Keystone Marketing Services, Inc.	1,102,633 9/19/78	Automotive wheels (Int. Cl. 12)

Mark	Owner	Reg. No./Reg. Date	Goods/Services (Class)
K KEYSTONE (stylized)	Keystone Marketing Services, Inc.	1,116,356 4/10/79	Custom automobile and truck wheels, valve stems, lug nuts, lug nut washers, adapters, spacers, and hub covers (Int. Cl. 12)
KEYSTONE RAIDER	Keystone Marketing Services, Inc.	1,437,943 4/28/87	Vehicle wheels (Int. Cl. 12)
VORTEX	Keystone Marketing Services, Inc.	1,443,052 6/16/87	Vehicle wheels (Int. Cl. 12)
DIA-MAG	Keystone Marketing Services, Inc..	1,443,055 6/16/87	Vehicle wheels (Int. Cl. 12)
KEYSTONE and Design	Keystone Marketing Services, Inc.	1,824,708 3/1/94	Distributorship services in the field of auto parts (Int. Cl. 42)
A and Design	Keystone Marketing Services, Inc.	1,983,049 6/25/96	Automobile wheels (Int. Cl. 12)
FAST TIMES AUTOMOTIVE & Design	Keystone Marketing Services, Inc.	2,025,180 12/24/96	Distributorships and mail order catalogs featuring automotive performance parts (Int. Cl. 42)
FAST TIMES AUTOMOTIVE	Keystone Marketing Services, Inc.	2,026,615 12/31/96	Distributorships and mail order catalogs featuring automotive performance parts (Int. Cl. 42)

Mark	Owner	Reg. No./Reg. Date	Goods/Services (Class)
AUTOMOTIVE PERFORMANCE WHOLESALE, INC.	Keystone Marketing Services, Inc.	1,999,091 09/10/96	Distributorship services in the field of after-market auto and truck parts and accessories (Int. Cl. 42)

II. U.S. Federal Trademark Applications

Mark	Applicant	App. No./ File Date	Goods/Services (Class)
A and Design	Keystone Marketing Services, Inc.	75/033,355 12/15/95	Hydraulic jacks and jack stands therefor (Int. Cl. 7)
APPLIANCE	Keystone Marketing Services, Inc.	75/033,356 12/15/95	Hydraulic jacks and jack stands therefor (Int. Cl. 7)
KEY PARTS	Keystone Marketing Services, Inc.	75/758,602 7/23/99	Advertising and marketing services, namely, promoting the goods and services of others in the field of automotive parts and accessories (Int. Cl. 42)
TRUCK PROS & Design	Keystone Marketing Services, Inc.	75/234,412 01/31/97	Retail and wholesale distributorship and catalog services in the field of automotive and light truck parts and accessories (Int. Cl. 35)

III. U.S. Trademark Licenses

NONE.