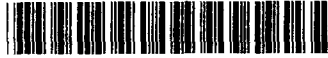


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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
08 31 99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
08 31 99

Name KEYSTONE AUTOMOTIVE OPERATIONS MIDWEST, INC.

Formerly \_\_\_\_\_

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

Receiving Party

Mark if additional names of receiving parties attached

Name KEYSTONE MARKETING SERVICES, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2255-A RENAISSANCE DRIVE

Address (line 2) SUITE 4

Address (line 3) LAS VEGAS

NEVADA/U. S. A.

89119

State/Country

Zip Code

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

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.)

FOR OFFICE USE ONLY

01/24/2001 6TON11 00000050 75234412  
40.00 OP  
75.00 OP

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

**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)**

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<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text" value="2026615"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1999091"/>	<input type="text"/>	<input type="text"/>

**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:

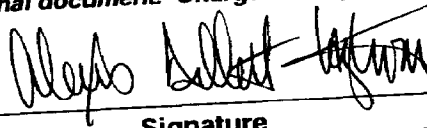
Yes  No

**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.

ALEXIS DILLETT ISZTWAN

Name of Person Signing



Signature

Date Signed

**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into, effective as of the 31st day of August, 1999, by Keystone Automotive Operations Midwest, Inc., a Delaware corporation with an address of 44 Tunkhannock Avenue, Exeter, Pennsylvania 18643 ("Assignor"), in favor of Keystone Marketing Services, Inc., a Nevada corporation, having its principal place of business at 2255-a Renaissance Drive, Suite 4, Las Vegas, Nevada 89119 ("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 goodwill of the business associated with the Trademarks;

WHEREAS, Assignee, is desirous of acquiring the entire right, title and interest in and to the Trademarks; and

WHEREAS, Assignor and Assignee desire to accomplish such transfer via this Assignment.

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 goodwill associated therewith, and the registrations thereof and applications therefor, including the right to sue for past infringement, if there may be any.

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

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and continued in accordance with the laws of the Commonwealth of Pennsylvania.

This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

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

KEYSTONE AUTOMOTIVE OPERATIONS MIDWEST, INC.

By: ABC/K

Name: Ann B. Cianflone

Title: Secretary

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :

: SS

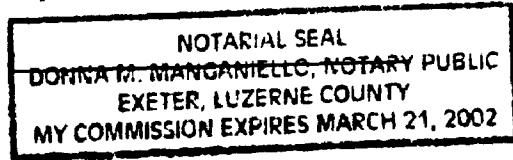
COUNTY OF LUZERNE :

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 Automotive Operations Midwest, Inc. and acknowledged, on behalf of said corporation, the due execution of the foregoing instrument.

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

  
Notary Public

My commission expires:



**EXHIBIT A**

**I. U.S. Federal Trademark Registrations**

<b>Mark</b>	<b>Owner</b>	<b>Reg. No./Reg. Date</b>	<b>Goods/Services (Class)</b>
FAST TIMES AUTOMOTIVE & Design	Keystone Automotive Operations Midwest, Inc.	2,025,180 12/24/96	Distributorships and mail order catalogs featuring automotive performance parts (Int. Cl. 42)
FAST TIMES AUTOMOTIVE	Keystone Automotive Operations Midwest, Inc.	2,026,615 12/31/96	Distributorships and mail order catalogs featuring automotive performance parts (Int. Cl. 42)
AUTOMOTIVE PERFORMANCE WHOLESALEERS, INC.	Keystone Automotive Operations Midwest, 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**

<b>Mark</b>	<b>Applicant</b>	<b>App. No./ App. Date</b>	<b>Goods/Services (Class)</b>
TRUCK PROS & Design	Keystone Automotive Operations Midwest, 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.