

11-28-2003

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

REC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Keystone Marketing Services, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 30, 2003

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.,
Internal as Administrative Agent
Address:

Street Address: 901 Main Street, 14th Floor

City: Dallas State: TX Zip: 75202

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/142, 171

B. Trademark Registration No.(s)

See Schedule 1 attached hereto.

Additional number(s) attached Yes No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES, INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE 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.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

11-5-03
Date

Total number of pages including cover sheet, attachments, and document: 10

11/28/2003 6TBN11 00000063 78142171 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 00
02 FC:8522 400.00 00

KEYSTONE MARKETING SERVICES, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DRIVERFX & Design	2,671,954	01/07/2003
DRIVERFX	2,534,817	01/29/2002
KEY PARTS	2,408,233	11/28/2000
APPLIANCE	2,316,885	02/08/2000
A (design)	2,290,345	11/02/1999
KEYSTONE & Design	1,824,708	03/01/1994
DIA-MAG	1,443,055	06/16/1986
VORTEX	1,443,052	06/16/1987
KEYSTONE RAIDER	1,437,943	04/28/1987
K KEYSTONE & Design	1,116,356	04/10/1979
STRIKER	1,102,633	09/19/1978
FINE WIRE	1,095,895	07/11/1978
KLASSIC	1,127,479	12/11/1979
MOJOCK	1,024,633	11/11/1975
K KEYSTONE & Design	0,841,546	01/02/1968
KEYSTONE	1,012,541	06/03/1975

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
DRIVERFX	78/142,171	07/09/2002

D-1

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Keystone Marketing Services, Inc., a Nevada corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Keystone Automotive Operations, Inc. (the "**Borrower**"), Keystone Automotive Holdings, Inc., the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender, are parties to a Credit Agreement dated as of October 30, 2003 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of October 30, 2003 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Lien Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien 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 owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all

of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; *provided* that any Trademark License which would be rendered invalid or unenforceable by the grant of a security interest created pursuant to the terms of this Trademark Security Agreement are excluded from the foregoing security interests only for so long as, and to the extent that, such prohibition or reason for such invalidity exists; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing; *provided* that any Trademark License which would be rendered invalid or unenforceable by the grant of a security interest created pursuant to the terms of this Trademark Security Agreement are excluded from the foregoing security interests only for so long as, and to the extent that, such prohibition or reason for such invalidity exists.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of October, 2003.

KEYSTONE MARKETING SERVICES, INC.

By: 
Name: _____
Title: Robert Vor Broker
Vice President

KMS TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 002870 FRAME: 0537

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Thaina Lesperance, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert Vor Broker, Vice President of Keystone Marketing Services, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this ___ day of October, 2003.

[Seal]

Thaina Lesperance
Signature of notary public
My Commission expires 1/28/06

THAINA LESPERANCE
Notary Public, State of New York
No. 01LE6080337
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 1/28/ 06

Acknowledged:

**BANK OF AMERICA, N.A.,
as Administrative Agent**

By: _____



Name:

Title:

**Charles D. Graber
Vice President**

KMS TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

**TRADEMARK
REEL: 002870 FRAME: 0539**

KEYSTONE MARKETING SERVICES, INC.

U.S. TRADEMARK REGISTRATIONS

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U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
DRIVERFX	78/142,171	07/09/2002

FOREIGN TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>JURISDICTION</u>	<u>SERIAL. NO.</u>	<u>FILING DATE</u>
DRIVERFX	Canada	1447034	07/16/02
DRIVERFX	Canada	1132357	02/26/02

TRADEMARK LICENSES

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1. Trademark License Agreement between Keystone Marketing Services, Inc. and Cragar Industries, Inc. dated April 9, 2001.