

11-28-2003

MRO
11/28/03



R
TRADEMARK 102610754

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

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

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

1. Name of conveying party(ies):

Keystone Automotive Operations, 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)

B. Trademark Registration No.(s)

2,357,356

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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/28/2003 070111 00000064 2357356

01 FC:0321

40.00 00

TRADEMARK
REEL: 002870 FRAME: 0558

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Keystone Automotive Operations, Inc., a Pennsylvania 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 secured certain of its obligations (the "**Secured Obligations**") 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 Secured Obligations, 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.

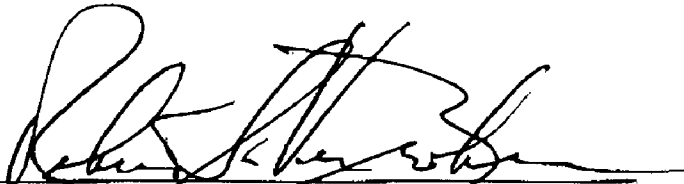
Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

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 AUTOMOTIVE OPERATIONS,
INC.

By: 
Name: Robert Von Broker
Title: President

BORROWER TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 002870 FRAME: 0562

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, President of Keystone Automotive Operations, Inc. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such 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 30th 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. 01LE606937
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: Charles D. Greber
Title: Vice President

BORROWER TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE

TRADEMARK
REEL: 002870 FRAME: 0564

KEYSTONE AUTOMOTIVE OPERATIONS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
A APPLIANCE & Design	2,357,356	06/13/2000

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

-
1. Section 13 of the Agreement between Keystone Automotive Operations, Inc. and The Pep Boys - Manny, Joe and Jack dated November 1, 2002 involves a limited license of certain trademark rights in conjunction with the general provision of online web services. To the extent granted hereunder, any security interest is limited solely to the license of trademark rights set forth in Section 13 thereof.