

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Relco Corp.		12/23/2005	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative agent		
Street Address:	101 North Tryon Street		
Internal Address:	17th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1345828	APOLLO	
Registration Number:	2489666	RELIABLE	
Registration Number:	2583971	RELIABLE AUTOMOTIVE	
Registration Number:	1948028	RIDE AMERICA	
Registration Number:	1815230	WHOLESALE ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		

CH \$140.00 1345828

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	01/12/2006
Total Attachments: 6 source=relco corp - boa tm#page1.tif source=relco corp - boa tm#page2.tif source=relco corp - boa tm#page3.tif source=relco corp - boa tm#page4.tif source=relco corp - boa tm#page5.tif source=relco corp - boa tm#page6.tif	

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Relco Corp., an Iowa 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**");

WHEREAS, pursuant to the Stock Purchase Agreement, dated as of November 11, 2005, as amended by Amendment to the Stock Purchase Agreement, dated as of December 13, 2005, by and among the Borrower, Reliable Investments, Inc. ("**Reliable**") and other parties thereto, the Borrower acquired all of the outstanding shares of capital stock of Reliable; and

WHEREAS the Lien Grantor is a subsidiary of Reliable and in connection with Amendment No. 2 to the Credit Agreement, dated as of the date hereof, the Lien Grantor has executed a Security Agreement Supplement (as defined in the Credit Agreement) and 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

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 23 day of December, 2005.

RELCO CORP.

By: 

Name: Bryant Bynum
Title: Chief Financial officer

Acknowledged:

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

By: _____
Name:
Title:

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 23rd day of December, 2005.

RELCO CORP.

By: _____
Name: _____
Title: _____

Acknowledged:





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

By: Robert Klawinski
Name: _____
Title: Robert Klawinski
Senior Vice President

Schedule 1
to Trademark
Security Agreement

RELCO CORP.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
APOLLO 	1345828	July 2, 1985
RELIABLE 	2489666	September 11, 2001
RELIABLE AUTOMOTIVE 	2583971	June 18, 2002
RIDE AMERICA 	1948028	January 16, 1996
WHOLESALE ADVANTAGE	1815230	October 12, 1993

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
Cross-Marketing Agreement	Rhino Linings USA, Inc. and RELCO Corporation, d.b.a. Reliable Automotive	Effective as of January 18, 2005	Cross-license of trademarks