

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pick Your Part Auto Wrecking		01/15/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lehman Commercial Paper Inc.		
Street Address:	1271 Avenue of the Americas, 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2306005	PICK YOUR PART	
Registration Number:	2140134	PICK YOUR PART	
Registration Number:	2047997		
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0534		
NAME OF SUBMITTER:	Matthew Bart		

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Signature:	/Matthew Bart/
Date:	02/10/2009
Total Attachments: 8 source=Document (7)#page1.tif source=Document (7)#page2.tif source=Document (7)#page3.tif source=Document (7)#page4.tif source=Document (7)#page5.tif source=Document (7)#page6.tif source=Document (7)#page7.tif source=Document (7)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 15, 2009 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LKQ Corporation, a Delaware corporation (the "US Borrower"), and LKQ Delaware LLP, a Delaware limited liability partnership having two Alberta unlimited liability companies as its partners (the "Canadian Borrower" and together with the US Borrower, the "Borrowers"), have entered into a Credit Agreement, dated as of October 12, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), LEHMAN BROTHERS INC. and DEUTSCHE BANK SECURITIES INC., as joint lead arrangers and joint bookrunners, DEUTSCHE BANK SECURITIES INC., as syndication agent, the Administrative Agent, DEUTSCHE BANK AG NEW YORK BRANCH, as US sub-agent in respect of the Dual Currency Revolving Credit Facility referred to therein and DEUTSCHE BANK AG CANADA BRANCH, as Canadian sub-Agent in respect of the Alternate Currency Facilities referred to therein. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 12, 2007, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right under a Patent, and (C) any right under any Copyright; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PICK-YOUR-PART AUTO WRECKING

By: Walter P. Hanley
Name: Walter P. Hanley
Title: Secretary

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PICK-YOUR-PART AUTO WRECKING

By: _____
Name:
Title:

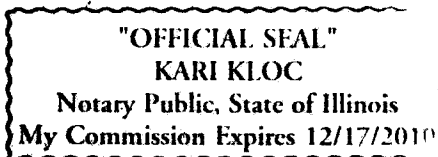
LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By:  _____
Name: FRANCIS J. CHANG
Title: AUTHORIZED SIGNATORY

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 15th day of January, 2009, before me personally came Walter P. Hanley who, being by me duly sworn, did state as follows: that he is Secretary of Pick-Your-Part Auto Wrecking, that he is authorized to execute the foregoing Intellectual Property Security Agreement on behalf of said Pick-Your-Part Auto Wrecking and that he did so by authority of the Board of Directors of said Pick-Your-Part Auto Wrecking.

Kari Kloc
Notary Public



STATE OF NY)
COUNTY OF NY) ss.:

On this 3rd day of January, 2009, before me personally came Francis Chang who, being by me duly sworn, did state as follows: that he is Authorized Signatory of Lehman Commercial Paper Inc. and that he is authorized to execute the foregoing Intellectual Property Security Agreement on behalf of said Lehman Commercial Paper Inc.

Patricia Rodriguez
Notary Public
PATRICIA RODRIGUEZ
Notary Public, State of New York
No. 0110457094
City of New York, Queens County
Certificate Filed in New York County
Commission Expires March 27, 2010

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

- (a) Registrant: Pick-Your-Part Auto Wrecking
Mark: PICK YOUR PART
Reg. No.: 2,306,005
Reg. Date: January 4, 2000
Expiration: January 4, 2010
- (b) Registrant: Pick-Your-Part Auto Wrecking
Mark: PICK YOUR PART & Design
Reg. No.: 2,140,134
Reg. Date: March 3, 1998
Expiration: March 3, 2018
- (c) Registrant: Pick-Your-Part Auto Wrecking
Mark: Miscellaneous Design – OCTOPUS LOGO
Reg. No.: 2,047,997
Reg. Date: March 25, 1997
Expiration: March 25, 2017

TRADE SECRETS

None.

INTELLECTUAL PROPERTY LICENSES

None.