

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc. (Resigning Agent)		10/21/2009	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as successor Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	a stock corporation: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2306005	PICK YOUR PART	
Registration Number:	2047997		
Registration Number:	2140134	PICK YOUR PART	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0534		
NAME OF SUBMITTER:	Frances B. Cutajar		

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**TRADEMARK
 REEL: 004091 FRAME: 0738**

Signature:	/Frances B. Cutajar/
Date:	11/05/2009
Total Attachments: 5 source=LehmanCommercialPaperIncDBTMSecurityAssignment Agreement#page1.tif source=LehmanCommercialPaperIncDBTMSecurityAssignment Agreement#page2.tif source=LehmanCommercialPaperIncDBTMSecurityAssignment Agreement#page3.tif source=LehmanCommercialPaperIncDBTMSecurityAssignment Agreement#page4.tif source=LehmanCommercialPaperIncDBTMSecurityAssignment Agreement#page5.tif	

ASSIGNMENT OF SECURITY INTEREST

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated as of October 21, 2009 is entered into by and between Lehman Commercial Paper Inc. (in its capacity as Administrative Agent under the Credit Agreement prior to the Second Amendment Effective Date, the "Resigning Agent") and Deutsche Bank AG New York Branch ("DBNY") (in its capacity as successor Administrative Agent under the Credit Agreement, the "Successor Agent").

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, including by the Second Amendment, Waiver and Consent to Credit Agreement; and First Amendment to Guarantee and Collateral Agreement, dated October 21, 2009, 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. ("DBSI"), as joint lead arrangers and joint bookrunners, DBSI, as syndication agent, the Resigning Agent, DBNY, 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, Resigning Agent, Successor Agent, the Borrowers and the Lenders have entered into a Resignation and Assignment Agreement, dated as of October 21, 2009, pursuant to which Resigning Agent assigned to Successor Agent all Liens and security interests under the Credit Agreement, the Security Documents and the other Loan Documents, including, without limitation, all Liens with respect to Intellectual Property filed with the United States Patent and Trademark Office, and Successor Agent assumed all such Liens and security interests, for its benefit and for the benefit of the other Secured Parties.

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, as defined therein, 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, in executing the Guarantee and Collateral Agreement, the Resigning Agent acquired a security interest (the "Security Interest") in certain Property, including, without limitation, all Intellectual Property of the Grantors, including Pick Your Part Auto Wrecking, owned at the time or thereafter acquired, and the trademarks set forth in the attached Schedule A (the "Marks") for the ratable benefit of the Secured Parties.

WHEREAS, Resigning Agent desires to assign to Successor Agent, and Successor Agent desires to acquire from Resigning Agent, the Security Interest in the Marks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Resigning Agent and Successor Agent agree as follows:

SECTION 1. Resigning Agent hereby transfers, conveys, and assigns, to the Successor Agent, its successors, legal representatives, and assigns, all the Resigning Agent's right, title, and interest as Administrative Agent under the Credit Agreement in and to the Marks, recorded with the United States Patent and Trademark Office at the Reel and Frame numbers noted below, including without limitation all Liens and security interests, and any renewals and/or extensions thereof, for all territories of the world in perpetuity, as well as any products and proceeds thereof, including all income, royalties, and damages now and hereafter due and/or payable to the Resigning Agent, for past, present, and future infringements and misappropriations, as well as all rights to sue for such infringements and misappropriations, and all rights corresponding to any of the above throughout the world.

Reel/Frame Numbers	Date of Recordation
3933/0044	February 10, 2009

SECTION 2. Resigning Agent agrees to execute, at the request and expense of Successor Agent, such further assurances as may be reasonably required in order to permit Successor Agent to complete and record this Assignment.

SECTION 3. This Assignment may be executed in counterparts (including by way of facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, RESIGNING AGENT and SUCCESSOR AGENT
have executed this Assignment under the hands of their proper officers duly authorized in that
behalf as of the date first referenced above.

LEHMAN COMMERCIAL PAPER, INC.

By:  _____

Name: Francis J. Chang
Title: Authorized Signatory

Signature page to LKQ Trademark Assignment Agreement

NEWYORK 7336760 (2K)

TRADEMARK
REEL: 004091 FRAME: 0742

DEUTSCHE BANK AG NEW YORK BRANCH

By: 

Name:

Title:

Erin Morrissey

Vice President

By: 

Name:

Title:

Enrique Landstein

Vice President

Signature page to LKQ Trademark Assignment Agreement

TRADEMARKS

Mark	Class/ Goods/ Services	App./Reg. No.	Status	Owner	App./Reg. Date
PICK YOUR PART	Class 35	2,306,005	Registered (Renewed)	Pick Your Part Auto Wrecking	1/04/2000
Design Only (Octopus logo)	Class 42	2,047,997	Registered (Renewed)	Pick Your Part Auto Wrecking	3/25/1997
PICK YOUR PART & Design	Class 42	2,140,134	Registered (Renewed)	Pick Your Part Auto Wrecking	3/03/1998