

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Automotive Industries, Inc.		10/21/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch (successor to Lehman Commercial Paper Inc.) as 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: 5			
Property Type	Number	Word Mark	
Registration Number:	2691356	THE IMPOSTOR	
Registration Number:	3156184	PLATINUM PLUS	
Serial Number:	77742145	ANY PART, ANY REPAIR, ANYWHERE	
Serial Number:	77633206	PLATINUM PLUS FIT · FINISH · QUALITY · GUARANTEED FOR LIFE K KEYSTONE AN LKQ COMPANY	
Registration Number:	0841546	K KEYSTONE	
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		

OP \$140.00 2691356

900147039

**TRADEMARK
 REEL: 004091 FRAME: 0761**

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1104031-0534

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/

Date: 11/05/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 21, 2009 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Keystone Automotive Industries, Inc. (the "Grantor") in favor of Deutsche Bank AG New York Branch ("DBNY") (successor to Lehman Commercial Paper Inc. ("LCPI")), 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, 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, LCPI (as the original Administrative 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, LCPI, DBNY, the Borrowers and the Lenders have entered into a Resignation and Assignment Agreement, dated as of October 21, 2009 (the "Resignation and Assignment Agreement"), pursuant to which, among other things, LCPI assigned to DBNY, its successors, legal representatives, and assigns, all Liens and security interests granted to LCPI by Grantor 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 DBNY 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 Grantor 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 Grantor has granted a security interest in certain Property, including, without limitation, all Intellectual Property of the Grantor owned at the time or thereafter acquired 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, Grantor agrees as follows:

SECTION 1. Grant of Security. 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"), whether now owned or existing or hereafter created, acquired or arising, 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, together with any reissues, continuations or extensions thereof; (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for any and all past, present or future infringement, dilution or misappropriation of any trademark or injury to the goodwill associated with any trademark, (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, patentable inventions, reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, and all improvements thereon, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent or 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 (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.

DEUTSCHE BANK AG NEW YORK BRANCH,
Administrative Agent

By: 

Name:

Title:

Erin Morrissey

Vice President

By: 

Name:

Title:

Enrique Landseta

Vice President

Signature page to 2009 LKQIP Assignment

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Class/ Goods/ Services	App./ Reg. No.	Status	Owner	App./Reg. Date
THE IMPOSTER	Class 12	2,691,356	Registered	Keystone Automotive Industries, Inc.	2/25/2003
PLATINUM PLUS	Classes 7, 11, and 12	3,156,184	Registered	Keystone Automotive Industries, Inc.	10/17/2006
ANY PART, ANY REPAIR, ANYWHERE	Class 35	77742145	Pending	Keystone Automotive Industries, Inc.	5/21/2009
PLATINUM PLUS FIT FINISH QUALITY GUARANTEED FOR LIFE K KEYSTONE AN LKQ COMPANY & Design	Classes 7, 11, and 12	77633206	Pending	Keystone Automotive Industries, Inc.	12/15/2008
K KEYSTONE & Design	Class 12	0,841,546	Registered (Renewed)	Keystone Automotive Industries, Inc.	1/02/1968

INTELLECTUAL PROPERTY LICENSES

None.