

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
Keystone Automotive Distributors Company, LLC		03/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	CityPlace One, 185 Asylum St.
Internal Address:	35th Floor - CT2-500-35-02
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06115
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3124178	DRIVERFX
Registration Number:	2534817	DRIVERFX
Registration Number:	2671954	DRIVERFX
Registration Number:	3206643	FX PRODUCTS
Registration Number:	2408233	KEY PARTS
Registration Number:	1012541	KEYSTONE
Registration Number:	1824708	KEYSTONE
Registration Number:	3436791	KEYSTONE ECOMMERCE
Registration Number:	3139920	SPEEDFX
Registration Number:	3067482	TRAILFX
Registration Number:	3127674	TUNERFX
Serial Number:	77641150	KEYSTONE AUTOMOTIVE OPERATIONS, INC.
Serial Number:	77535542	TRAILFX

TRADEMARK

900187966

REEL: 004511 FRAME: 0148

OP \$340.00 3124178

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6719518075
Email: shannon.mcguire@bingham.com
Correspondent Name: Shannon L. McGuire
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	03/30/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

March 30, 2011

WHEREAS, Keystone Automotive Distributors Company, LLC, a Delaware limited liability company (herein referred to as the “**Lien Grantor**”) owns 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, Issuing Bank and Swingline Lender, are parties to that certain Revolving Credit Agreement dated as of February 15, 2011 (as amended from time to time, the “**ABL Credit Agreement**”); and

WHEREAS, pursuant to (i) that certain ABL Guarantee and Security Agreement dated as of March 30, 2011 (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 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.

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 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; *provided* that any “intent-to-use” Trademarks which would be rendered invalid, unenforceable or void by the grant of a security interest created pursuant to this Trademark Security Agreement are excluded from the foregoing security interests only for so long as, and to the extent that, such condition exists; and

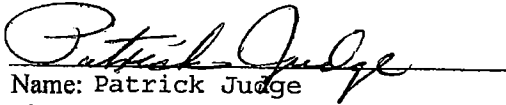
(ii) all proceeds of, revenues from, and accounts and general intangibles arising out of the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual 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), or for injury to the goodwill associated with any of the foregoing.

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 the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

[Signature pages follow.]

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 date first set forth above.

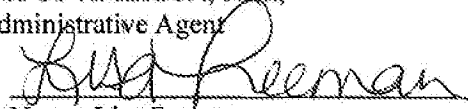
KEYSTONE AUTOMOTIVE DISTRIBUTORS
COMPANY, LLC

By: 
Name: Patrick Judge
Title: Executive Vice President and Secretary

Acknowledged:

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

By:



Name: Lisa Freeman

Title: Senior Vice President

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - *Keystone Automotive Distributors Company, LLC*)

A:74007879

TRADEMARK
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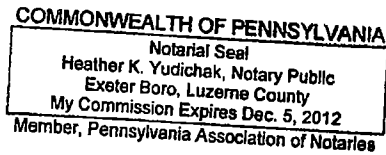
STATE OF Pennsylvania)
) ss.
COUNTY OF Luzerne)

I, Heather K. Yudichak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Patrick Judge, EVP & Secretary of Keystone Automotive Distributors Company, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such EVP & Secretary, 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 28th day of March, 2011

[Seal]



Heather K. Yudichak
Signature of notary public
My Commission expires 12/05/2012




**Schedule 1
to Trademark
Security Agreement**

KEYSTONE AUTOMOTIVE DISTRIBUTORS COMPANY, LLC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
DRIVERFX	3124178	August 01, 2006
DRIVERFX	2534817	January 29, 2002
DRIVERFX & DESIGN	2671954	January 07, 2003
		
FX PRODUCTS	3206643	February 06, 2007
KEY PARTS	2408233	November 28, 2000
KEYSTONE	1012541	June 03, 1975
KEYSTONE & DESIGN	1824708	March 01, 1994
		
KEYSTONE ECOMMERCE	3436791	May 27, 2008
SPEEDFX	3139920	September 05, 2006
TRAILFX	3067482	March 14, 2006
TUNERFX	3127674	August 08, 2006

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	FILING. DATE
KEYSTONE AUTOMOTIVE OPERATIONS, INC. & DESIGN	77641150	December 30, 2008
		
TRAILFX	77535542	July 31, 2008