

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Keystone Automotive Operations Midwest, Inc.		03/30/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2627941	TRUCKGEAR
Registration Number:	3171822	BULLETT
Registration Number:	3545527	SPECIALTY PARTS NETWORK
Registration Number:	1815230	WHOLESALE ADVANTAGE
Registration Number:	1345828	APOLLO
Serial Number:	77583036	RELIABLE

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6179518075  
 Email: shannon.mcguire@bingham.com  
 Correspondent Name: Shannon L. McGuire  
 Address Line 1: One Federal Street  
 Address Line 2: Bingham McCutchen LLP

**900187973**

**TRADEMARK**  
**REEL: 004511 FRAME: 0190**

**OP \$165.00 2627941**

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 Operations Midwest, Inc., a Delaware corporation (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:

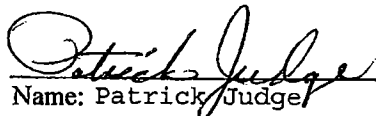
- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* 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.

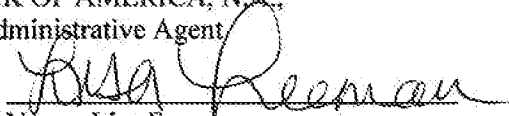
KEYSTONE AUTOMOTIVE OPERATIONS  
MIDWEST, INC.

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 Operations Midwest, Inc.*)

A/74007842

**TRADEMARK**  
**REEL: 004511 FRAME: 0195**

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 Operations Midwest, Inc. (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 28<sup>th</sup> day of March, 2011.

[Seal]



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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Heather K. Yudichak, Notary Public  
Exeter Boro, Luzerne County  
My Commission Expires Dec. 5, 2012  
Member, Pennsylvania Association of Notaries

Schedule 1  
to Trademark  
Security Agreement

KEYSTONE AUTOMOTIVE OPERATIONS MIDWEST, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
TRUCKGEAR	2627941	October 01, 2002
BULLET & DESIGN	3171822	November 14, 2006
		
SPECIALTY PARTS NETWORK	3545527	December 09, 2008
WHOLESALE ADVANTAGE	1815230	January 04, 1994
APOLLO & DESIGN	1345828	July 02, 1985
		

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	FILING. DATE
RELIABLE	77583036	October 01, 2008