

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/30/2011	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Keystone Automotive Operations Midwest, Inc.		
Street Address:	44 Tunkhannock Avenue		
City:	Exeter		
State/Country:	PENNSYLVANIA		
Postal Code:	18643		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2095983	TRUCKWORLD	
Registration Number:	2582666	TRUCKWORLD	
Registration Number:	2542023	TRUCKWORLD ONLINE!	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F132820		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$90.00 2095983

Signature:	/Sonya Jackman/
Date:	03/30/2011
Total Attachments: 4 source=Autovillage#page2.tif source=Autovillage#page3.tif source=Autovillage#page4.tif source=Autovillage#page5.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of March 30, 2011 by **BANK OF AMERICA, N.A.**, as administrative agent, a national banking association (the "Administrative Agent") with a place of business at 185 Asylum Street, 35th Floor Hartford, CT 06115, in favor of Keystone Automotive Operations Midwest, Inc., a corporation organized under the laws of the State of Delaware (the "Assignor").

WITNESSETH:

WHEREAS, Keystone Automotive Operations, Inc. (the "Borrower"), Keystone Automotive Holdings, Inc., the lenders party thereto, and the Administrative Agent, are parties to that certain Term Credit Agreement dated as of January 12, 2007;

WHEREAS, pursuant to (i) that certain Term Guarantee and Security Agreement dated as of January 12, 2007 (the "Security Agreement") among the Borrower, the guarantors party thereto and the Administrative Agent and (ii) certain other security documents, Autovillage.com, Inc. (predecessor-by-merger of the Assignor) guaranteed certain obligations of the Borrower and secured such guarantee by granting a continuing security interest in the personal property of Autovillage.com, Inc.;

WHEREAS, in connection with the Security Agreement, Autovillage.com, Inc. entered into that certain Trademark Security Agreement dated as of January 12, 2007 with the Administrative Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on June 07, 2007 at Reel 3556, Frame 0710 for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of Autovillage.com, Inc. to the Administrative Agent; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature as of the date hereof in the Assignor's trademarks (including, without limitation, those items listed on Schedule A hereto, (each, a "Trademark")), together with any applications, reissues, continuations or extensions thereof, any Trademark licenses and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, together with all products and proceeds thereof, including without limitation, any claims by Assignor against third

parties for past, present or future (a) infringement, dilution or other violation of any Trademark, or (b) injury to the goodwill associated with any Trademark, without representation, warranty or recourse of any kind or nature (together with the Trademark Collateral, the "Trademark Rights").

3. Reassignment. The Administrative Agent hereby reassigns, grants and conveys to Assignor, without any representation, recourse or undertaking by the Administrative Agent, any and all of the Administrative Agent's right, title and interest in and to the Trademark Collateral and the Trademark Rights.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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

By: Robert A. Klawinski

Name:

Title:

**Robert A. Klawinski
Managing Director**

Keystone Automotive Operations Midwest, Inc.
[Signature Page to Termination and Release]

**TRADEMARK
REEL: 004511 FRAME: 0588**

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Issue Date</u>
TRUCKWORLD	2095983	09/09/1997
TRUCKWORLD	2582666	06/18/2002
TRUCKWORLD ONLINE!	2542023	02/26/2002