

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

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:	Goldman Sachs Lending Partners LLC, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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:	3436791	KEYSTONE ECOMMERCE
Registration Number:	3139920	SPEEDFX
Registration Number:	3067482	TRAILFX
Registration Number:	3127674	TUNERFX
Registration Number:	1012541	KEYSTONE
Registration Number:	1824708	KEYSTONE
Serial Number:	77535542	TRAILFX
Serial Number:	77641150	KEYSTONE AUTOMOTIVE OPERATIONS, INC.

OP \$340.00 3124178

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda Ruth Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	03/30/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of March 30, 2011 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers and designs, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KEYSTONE AUTOMOTIVE DISTRIBUTORS
COMPANY, LLC

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

STATE OF Pennsylvania }
 } ss.
COUNTY OF Luzerne }

On this 20th day of March, 2011 before me personally appeared Patrick Judge, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Keystone Automotive Distributors Company, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Heather K. Yudichak
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather K. Yudichak, Notary Public
Exeter Boro, Luzerne County
My Commission Expires Dec. 8, 2012
Member, Pennsylvania Association of Notaries

[Signature Page to Trademark Security Agreement]

KEYSTONE AUTOMOTIVE OPERATIONS
MIDWEST, INC.

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

STATE OF Pennsylvania)
) ss.
COUNTY OF Luzerne)

On this 29th day of March, 2011 before me personally appeared Patrick Judge, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Keystone Automotive Operations Midwest, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Heather K. Yudichak
Notary Public

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

[Signature Page to Trademark Security Agreement]

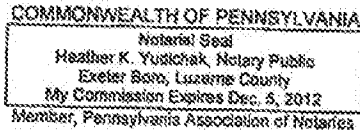
ARROW SPEED ACQUISITION LLC

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

STATE OF Pennsylvania)
) ss.
COUNTY OF Luzerne)


On this 20th day of March, 2011 before me personally appeared Patrick Judge, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Arrow Speed Acquisition LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Heather K. Yustchak
Notary Public



[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
Goldman Sachs Lending Partners, LLC,
as Collateral Agent

By: 
Name: Adam Heifman
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule A

U.S. Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number/(Serial Number)</u>	<u>Registration Date/(Filing Date)</u>
Keystone Automotive Operations Midwest, Inc.	TRUCKGEAR	2627941	01-Oct-02
Keystone Automotive Operations Midwest, Inc.	BULLET & Design	3171822	14-Nov-06
Keystone Automotive Operations Midwest, Inc.	SPECIALTY PARTS NETWORK	3545527	9-Dec-08
Keystone Automotive Operations Midwest, Inc.	RELIABLE	Pending – ITU 77/583,036	01-Oct-08
Keystone Automotive Operations Midwest, Inc.	WHOLESALE ADVANTAGE	1815230	04-Jan-94
Keystone Automotive Operations Midwest, Inc.	APOLLO & Design	1345828	02-Jul-85
Arrow Speed Acquisition LLC	STREET SIDE	3532224	11-Nov-2008
Keystone Automotive Distributors Company, LLC	DRIVERFX	3124178	01-Aug-2006
Keystone Automotive Distributors Company, LLC	DRIVERFX	2534817	29-Jan-2002
Keystone Automotive Distributors Company, LLC	DRIVERFX and Design	2671954	07-Jan-2003
Keystone Automotive Distributors Company, LLC	FX PRODUCTS	3206643	06-Feb-2007
Keystone Automotive Distributors Company, LLC	KEY PARTS	2408233	28-Nov-2000
Keystone Automotive Distributors	KEYSTONE AUTOMOTIVE	Pending – ITU 77/641,150	30-Dec-2008

Company, LLC	OPERATIONS, INC. and Design		
Keystone Automotive Distributors Company, LLC	KEYSTONE ECOMMERCE	3436791	27-May-2008
Keystone Automotive Distributors Company, LLC	SPEEDFX	3139920	05-Sep-2006
Keystone Automotive Distributors Company, LLC	TRAILFX	3067482	14-Mar-2006
Keystone Automotive Distributors Company, LLC	TRAILFX	Pending – ITU 77/535,542	31-July-2008
Keystone Automotive Distributors Company, LLC	TUNERFX	3127674	08-Aug-2006
Keystone Automotive Distributors Company, LLC	Keystone	1012541	30-Jun-1975
Keystone Automotive Distributors Company, LLC	Keystone & Design	1824708	01-Mar-1994