

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
KAIR IL, LLC		03/25/2011	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85226966	PROEFX	
Serial Number:	85261612	PROEFX CUSTOM ACCESSORIES	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-37810		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

CH \$65.00 85226966

Date:

03/30/2011

Total Attachments: 11

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 25, 2011 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., 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 "Company"), LKQ Delaware LLP, a Delaware limited liability partnership having two Alberta unlimited liability companies as its partners (the "Canadian Primary Borrower"), and the subsidiaries of the Company party thereto as Subsidiary Borrowers from time to time (such subsidiaries together with the Company and the Canadian Primary Borrower, the "Borrowers"), have entered into a Credit Agreement, dated as of March 25, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

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 Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 25, 2011, 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 Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors 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, the Grantors agree as follows:

SECTION 1. Grant of Security. Each 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"), 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, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (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 and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) 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 reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (iii) 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: (i) any right to use any Trademark, (ii) any right under a Patent, and (iii) any right under any Copyright;

(e) and 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.


[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

LKQ CORPORATION

By: 
Name: John S. Quinn
Title: Executive Vice President and Chief
Financial Officer

LKQ DELAWARE LLP

By: 
Name: John S. Quinn
Title: Vice President and Chief Financial Officer

ACCU-PARTS LLC
AKRON AIRPORT PROPERTIES, INC.
AMERICAN RECYCLING INTERNATIONAL, INC.
A - RELIABLE AUTO PARTS & WRECKERS, INC.
ATK MOTORSPORTS INC.
BUDGET AUTO PARTS U-PULL-IT, INC.
CITY AUTO PARTS OF DURHAM, INC.
DAMRON HOLDING COMPANY, LLC
DAP TRUCKING, LLC
DOUBLE R AUTO SALES, INC.
GEARHEAD ENGINES INC.
GREENLEAF AUTO RECYCLERS, LLC
KAI CHINA LLC
KAIR IL, LLC
KEYSTONE AUTOMOTIVE INDUSTRIES, INC.
KWIK AUTO BODY SUPPLIES, INC.
LAKEFRONT CAPITAL HOLDINGS, INC.,
LKQ 1ST CHOICE AUTO PARTS, LLC
LKQ 250 AUTO, INC.
LKQ A & R AUTO PARTS, INC.
LKQ ALL MODELS CORP.
LKQ APEX AUTO PARTS, INC.
LKQ ATLANTA, L.P.
LKQ AUTO PARTS OF CENTRAL CALIFORNIA,
INC.
LKQ AUTO PARTS OF MEMPHIS, INC.
LKQ AUTO PARTS OF NORTH TEXAS, INC.
LKQ AUTO PARTS OF NORTH TEXAS, L.P.
LKQ AUTO PARTS OF ORLANDO, LLC
LKQ AUTO PARTS OF UTAH, LLC
LKQ BEST AUTOMOTIVE CORP.
LKQ BIRMINGHAM, INC.
LKQ BRAD'S AUTO & TRUCK PARTS, INC.
LKQ BROADWAY AUTO PARTS, INC.,
each as a Guarantor and as a Grantor

By: _____

Name: John S. Quinn

Title: Vice President and Chief Financial Officer

LKQ CIPHER SELF SERVICE AUTO PARTS-
BRADENTON INC.

LKQ CIPHER SELF SERVICE AUTO PARTS-
CLEARWATER INC.

LKQ CIPHER SELF SERVICE AUTO PARTS-ST.
PETERSBURG INC.

LKQ CIPHER SELF SERVICE AUTO PARTS-
TAMPA INC.

LKQ CRYSTAL RIVER, INC.

LKQ FOSTER AUTO PARTS SALEM, INC.

LKQ FOSTER AUTO PARTS WESTSIDE LLC

LKQ FOSTER AUTO PARTS, INC.

LKQ GORHAM AUTO PARTS CORP.

LKQ GREAT LAKES CORP.

LKQ HEAVY TRUCK-TEXAS BEST DIESEL, L.P.

LKQ HOLDING CO.

LKQ HUNTS POINT AUTO PARTS CORP.

LKQ LAKENOR AUTO & TRUCK SALVAGE, INC.

LKQ MANAGEMENT COMPANY

LKQ METRO, INC.

LKQ MID-AMERICA AUTO PARTS, INC.

LKQ MIDWEST AUTO PARTS CORP.

LKQ MINNESOTA, INC.

LKQ OF INDIANA, INC.

LKQ OF MICHIGAN, INC.

LKQ OF NEVADA, INC.

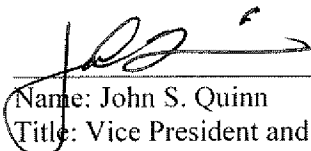
LKQ OF TENNESSEE, INC.

LKQ ONLINE CORP.

LKQ PENN-MAR, INC.

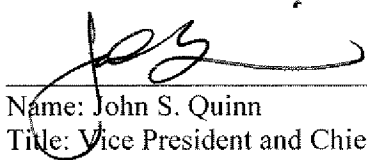
LKQ PLUNKS TRUCK PARTS & EQUIPMENT –
JACKSON, INC.,

each as a Guarantor and as a Grantor

By: 
Name: John S. Quinn
Title: Vice President and Chief Financial Officer

LKQ POWERTRAIN, INC.
LKQ RALEIGH AUTO PARTS CORP.
LKQ ROUTE 16 USED AUTO PARTS, INC.
LKQ SALISBURY, INC.
LKQ SAVANNAH, INC.
LKQ SELF SERVICE AUTO PARTS-HOLLAND,
INC.
LKQ SELF SERVICE AUTO PARTS-KALAMAZOO,
INC.
LKQ SELF SERVICE AUTO PARTS-MEMPHIS, LLC
LKQ SELF SERVICE AUTO PARTS TULSA, INC.
LKQ SMART PARTS, INC.
LKQ SOUTHWICK LLC
LKQ TAIWAN HOLDING COMPANY
LKQ TIRE & RECYCLING, INC.
LKQ TRADING COMPANY
LKQ TRIPLETT ASAP, INC.
LKQ U-PULL-IT AUTO DAMASCUS, INC.
LKQ U-PULL-IT TIGARD, INC.
LKQ WEST MICHIGAN AUTO PARTS, INC.
MICHAEL AUTO PARTS, INCORPORATED
NORTH AMERICAN ATK CORPORATION
P.B.E. SPECIALTIES, INC.
PICK-YOUR-PART AUTO WRECKING
POTOMAC GERMAN AUTO SOUTH, INC.
POTOMAC GERMAN AUTO, INC.
PULL-N-SAVE AUTO PARTS, LLC
REDDING AUTO CENTER, INC.
SCRAP PROCESSORS, LLC
SPEEDWAY PULL-N-SAVE AUTO PARTS, LLC
SUPREME AUTO PARTS, INC.
U-PULL-IT, INC.
U-PULL-IT, NORTH, LLC,
each as a Guarantor and as a Grantor

By: _____


Name: John S. Quinn

Title: Vice President and Chief Financial Officer

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None.

PATENTS**Owned by Keystone Automotive Industries, Inc.:****Patents**

Patent No.	Title
6,409,277	Vehicle Wheel Cover
6,402,253	Vehicle Wheel Cover
D445,750	Vehicle Wheel Cover
6,010,196	Simulated Chrome Plated Vehicle Wheel
7,073,849	Snap-on Chrome Plated Automotive Grille Overlay
Reissue application for 7,073,849, Application No. 12170276	Snap-on Chrome Plated Automotive Grille Overlay

Patent Applications

Patent Application	Title
docket # 06PLI1441 (app no. 11/645,304)	Chrome Vehicle Wheel Overlay
docket # 06PLI1442 (app no. 11/645,294)	Alloy Wheel with Mating Wheel Cover
docket # 07PLI1485 (app no. 11/827,166)	Molded Vehicle Wheel Cover
docket # 07PLI1500 (app no. 11/904,053)	Vehicle Wheel with Screw-on Molded Cover

Owned by Keystone Automotive Industries Resources, Inc.:**Patents**

Patent No.	Title
6,860,568	Wheel Rim Cover For a Vehicle

TRADEMARKS

Keystone Automotive Operations, Inc. (“KAO”), a distributor and marketer of automotive aftermarket accessories and equipment, is an unaffiliated company in Exeter, Pennsylvania. Keystone Automotive Industries, Inc. (“Keystone”) and KAO have peacefully co-existed from a trademark standpoint until relatively recently. There have been a few instances lately where the parties have objected to the other's trademark filings in the United States and Canada (U.S.: Opposition Proceeding No. 91197811; Canada: Opposition to Appl. No. 1208980; Opposition to Appl. No. 1208979; Opposition to Appl. No. 1208978; and Opposition to Appl. No. 1401451). The facts are not clear regarding which company has priority rights to the name. Due to the uncertainty surrounding this matter, we are in the midst of negotiating a co-existence agreement with KAO. But there is no guaranty that we will come to terms.

TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL./REG. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
United States	PICK-A-PART	2,909,585	Registered	American Recycling International, Inc.
United States	GREENLEAF	2,809,290	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF & Design	2,815,685	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF	2,803,516	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF	2,778,619	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF & Design	2,754,334	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF	2,744,859	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF	2,738,892	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF	2,698,747	Registered	Greenleaf Auto Recyclers, LLC
United States	GREENLEAF SELECT	3,606,779	Registered	Greenleaf Auto Recyclers
United States	QUALITY RECYCLED AUTO PARTS DELIVERED, AS PROMISED	2,678,738	Registered	Greenleaf Auto Recyclers
United States	PROEFX	85/226,966	Pending	KAIR IL, LLC
United States	PROEFX CUSTOM ACCESSORIES & Design	85/261,612	Pending	KAIR IL, LLC
United States	ANY PART, ANY REPAIR, ANYWHERE	3,725,414	Registered	Keystone Automotive Industries, Inc.
United States	K KEYSTONE & Design	841,546	Registered	Keystone Automotive Industries, Inc.
United States	PLATINUM PLUS	3,156,184	Registered	Keystone Automotive Industries, Inc.
United States	PLATINUM PLUS & Design	77/633,206	Pending	Keystone Automotive Industries, Inc.
United States	THE IMPOSTOR	2,691,356	Registered	Keystone Automotive Industries, Inc.
United States	TRANSWHEEL	2,503,465	Registered	Keystone Automotive Industries, Inc.

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL./REG. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
Canada	K KEYSTONE & Design	1208980	Pending	Keystone Automotive Industries, Inc.
Canada	KEYSTONE	1208979	Pending	Keystone Automotive Industries, Inc.
Canada	PLATINUM PLUS	1367992	Pending	Keystone Automotive Industries, Inc.
Canada	PLATINUM PLUS & Design	1208978	Pending	Keystone Automotive Industries, Inc.
Canada	PLATINUM PLUS & Design	1401451	Pending	Keystone Automotive Industries, Inc.
Mexico	PLATINUM PLUS	953257	Registered	Keystone Automotive Industries, Inc.
Taiwan	K KEYSTONE & Design	970863	Registered	Keystone Automotive Industries, Inc.
Canada	MULTIPRO	TMA412688	Registered	Keystone Automotive Industries QC, Inc.
United States	CHROME REMEDIES	3,807,601	Registered	LKQ Corporation
United States	FIT-RITE	3,108,653	Registered	LKQ Corporation
United States	FIT-RITE AUTOMOTIVE	2,863,121	Registered	LKQ Corporation
United States	LKQ	3,064,565 (Supplemental)	Registered	LKQ Corporation
United States	LKQ CORPORATION & Design	3,589,998	Registered	LKQ Corporation
United States	LKQ CORPORATION & Design	3,601,147	Registered	LKQ Corporation
United States	LKQ INTOUCH	85/238,047	Pending	LKQ Corporation
Canada	CHROME REMEDIES	1390722	Pending	LKQ Corporation
Canada	WHEEL REMEDIES	1390723	Pending	LKQ Corporation
Costa Rica	LKQ	195963	Registered	LKQ Corporation
Costa Rica	LKQ CORPORATION & Design	195968	Registered	LKQ Corporation
El Salvador	LKQ	130 Book 146	Registered	LKQ Corporation
El Salvador	LKQ CORPORATION & Design	97/136	Registered	LKQ Corporation
Guatemala	LKQ	163891	Registered	LKQ Corporation
Guatemala	LKQ Corporation & Design	163890	Registered	LKQ Corporation
Honduras	LKQ	14.942	Registered	LKQ Corporation
Honduras	LKQ Corporation & Design	14.944	Registered	LKQ Corporation
Mexico	LKQ	1093134	Registered	LKQ Corporation
Mexico	LKQ Corporation & Design	1093835	Registered	LKQ Corporation
Panama	LKQ	178323	Registered	LKQ Corporation
Panama	LKQ Corporation & Design	178322	Registered	LKQ Corporation
United States	TRIPLETTASAP AUTO SALVAGE AUTO PARTS	2,025,221	Registered	LKQ TriplettASAP, Inc.
United States	ATK	1,295,986	Registered	North American ATK Corporation
United States	ATK NORTH AMERICA & Design	1,333,162	Registered	North American ATK Corporation
United States	PROBUILT ENGINES & Design	2,749,740	Registered	North American ATK Corporation
United States	ATK ATK NORTH	3,616,803	Registered	North American ATK Corporation

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL./REG. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
	AMERICA QUALITY REMANUFACTURED PRODUCTS SINCE 1936 & Design			
United States	SPARTAN ENGINES BY VEGE & Design	3,606,830	Registered	North American ATK Corporation
United States	REMANUFACTURING IS THE ULTIMATE FORM OF RECYCLING!	3,732,038	Registered	North American ATK Corporation
United States	ATK PERFORMANCE ENGINES & Design	3,201,849	Registered	North American ATK Corporation
United States	C21 DIAGNOSTICS & Design	3,268,126	Registered	North American ATK Corporation
United States	CAPTAIN'S CHOICE	77/831,187	Pending	North American ATK Corporation
United States	IRONCLAD	85/098,181	Pending	North American ATK Corporation
United States	Miscellaneous Design	2,047,997	Registered	Pick Your Part Auto Wrecking
United States	PICK YOUR PART	2,306,005	Registered	Pick Your Part Auto Wrecking
United States	PICK YOUR PART & Design	2,140,134	Registered	Pick Your Part Auto Wrecking
United States	PULL-N-SAVE	2,418,735	Registered	Pull-N-Save Auto Parts LLC
United States	U PULL IT	2,331,819	Registered	U-Pull-It, Inc.

TRADE SECRETS

None.

INTELLECTUAL PROPERTY LICENSES

None.

OTHER INTELLECTUAL PROPERTY

None.