

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motorcar Parts of America, Inc.		01/18/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2935178	MPA	
Registration Number:	1368671	MPA	
Serial Number:	85149870	PURE ENERGY	
Serial Number:	85129077	PURE ENERGY EXPECT MORE	
Registration Number:	3437558	QB QUALITY-BUILT	
Registration Number:	2934658	QUALITY BUILT TO LAST	
Registration Number:	2717341	QUALITY BUILT TO LAST	
Serial Number:	85423508	QUALITY BUILT TO LAST	
Registration Number:	2939922	SCP SUNCOAST AUTOMOTIVE PRODUCTS, INC	
Registration Number:	3415473	TALON	
Registration Number:	3016057	XTREME	
Registration Number:	3837165	XTREME HD	
CORRESPONDENCE DATA			

Fax Number: (212)593-5955
Phone: 212-756-2552
Email: marisa.davidson@srz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1293
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NAME OF SUBMITTER:	Marisa Davidson (014951-1293)
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Signature:	/kc for md/
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Date:	01/18/2012
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Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 18, 2012, by Motorcar Parts of America, Inc. ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated January 18, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

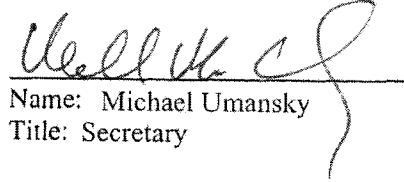
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the 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.

MOTORCAR PARTS OF AMERICA, INC.

By:

A handwritten signature in dark ink, appearing to read "Michael Umansky", is written over a horizontal line.



Name: Michael Umansky

Title: Secretary

Trademark Security Agreement

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Trademark</u>	<u>Application and/or Registration No.</u>	<u>Filing and/or Registration Date</u>
MPA	Appln. No. 78/389,961 Reg. No. 2,935,178	Filed Mar. 24, 2004 Reg. Mar. 22, 2005
	Appln. No. 73/535,558 Reg. No. 1,368,671	Filed May 3, 1985 Reg. Nov. 5, 1985
PURE ENERGY	Appln. No. 85/149,870	Filed Oct. 11, 2010
PURE ENERGY EXPECT MORE	Appln. No. 85/129,077	Filed Sept. 14, 2010
	Appln. No. 78/387,825 Reg. No. 3,437,558	Filed Mar. 19, 2004 Reg. May 27, 2008
QUALITY BUILT TO LAST	Appln. No. 76/603,064 Reg. No. 2,934,658	Filed Jul. 19, 2004 Reg. Mar. 22, 2005
QUALITY BUILT TO LAST	Appln. No. 76/416,964 Reg. No. 2,717,341	Filed Jun. 7, 2002 Reg. May 20, 2003
QUALITY BUILT TO LAST	Appln. No. 85/423,508	Filed Sept. 15, 2011
SCP SUNCOAST AUTOMOTIVE PRODUCTS, INC.	Appln. No. 78/357,272 Reg. No. 2,939,922	Filed Jan. 26, 2004 Reg. Apr. 12, 2005
TALON	Appln. No. 78/113,536 Reg. No. 3,415,473	Filed Mar. 8, 2002 Reg. Apr. 22, 2008
XTREME	Appln. No. 78/111,089 Reg. No. 3,016,057	Filed Feb. 26, 2002 Reg. Nov. 15, 2005

XTREME HD	Appln. No. 77/886,801 Reg. No. 3,837,165	Filed Dec. 4, 2009 Reg. Aug. 24, 2010
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