

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Keystone Automotive Distributors Company, LLC		08/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
A&A Auto Parts Stores, Inc.		08/15/2013	CORPORATION: PENNSYLVANIA
Keystone Automotive Operations, Inc.		08/15/2013	CORPORATION: PENNSYLVANIA
Arrow Speed Acquisition LLC		08/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	UBS AG, Stamford Branch
<b>Street Address:</b>	677 Washington Boulevard 6th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	banking corporation: SWITZERLAND

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1815230	WHOLESALE ADVANTAGE
Registration Number:	1345828	APOLLO
Registration Number:	3171822	BULLETT
Registration Number:	3545527	SPECIALTY PARTS NETWORK
Registration Number:	3532224	STREET SIDE
Registration Number:	3124178	DRIVERFX
Registration Number:	2534817	DRIVERFX
Registration Number:	2671954	DRIVERFX
Registration Number:	3206643	FX PRODUCTS
Registration Number:	3436791	KEYSTONE ECOMMERCE

OP \$365.00 1815230

Registration Number:	3139920	SPEEDFX
Registration Number:	3067482	TRAILFX
Registration Number:	1824708	KEYSTONE
Registration Number:	1012541	KEYSTONE

**CORRESPONDENCE DATA**

Fax Number: 7147558290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (029217-0250)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(029217-0250)
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NAME OF SUBMITTER:	Adam Kummins
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Signature:	/Adam Kummins/
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Date:	08/16/2013
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**Total Attachments: 6**

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SECOND LIEN GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Keystone Automotive Distributors Company, LLC, a Delaware Limited Liability Company, A&A Auto Parts Stores, Inc., a Pennsylvania Corporation, Keystone Automotive Operations, Inc., a Pennsylvania Corporation and Arrow Speed Acquisition LLC, a Delaware Limited Liability Company (each, individually, the “Grantor” and collectively, the “Grantors”), with principal offices at 44 Tunkhannock Avenue, Exeter, PA 18643, hereby pledge and grant to UBS AG, Stamford Branch as Second Lien Collateral Agent, with principal offices at 677 Washington Boulevard 6th Floor , Stamford, CT 06901 (the “Grantee”), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of each such Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Mark Collateral”). Notwithstanding the forgoing in no event shall Mark Collateral include any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed whereupon such applications shall be automatically subject to the Lien granted herein and deemed included in the Mark Collateral);

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of each Grantor, as such term is defined in the Second Lien Security Agreement among the Grantors, the other Grantors from time to time party thereto and the Grantee, dated as of August 15, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreements (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Grant, the terms of such Intercreditor Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

KEYSTONE AUTOMOTIVE OPERATIONS,  
INC.,  
as a Grantor

By: 

Name: **Eva M. Kalawski**  
Title: **Vice President & Secretary**

A&A AUTO PARTS STORES, INC.,  
as a Grantor

By: 

Name: **Eva M. Kalawski**  
Title: **Vice President & Secretary**

ARROW SPEED ACQUISITION LLC,  
as a Grantor

By: 

Name: **Eva M. Kalawski**  
Title: **Vice President & Secretary**

KEYSTONE AUTOMOTIVE DISTRIBUTORS  
COMPANY, LLC,  
as a Grantor


By: 

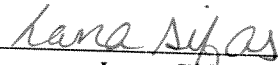
Name: **Eva M. Kalawski**  
Title: **Vice President & Secretary**

Signature Page to Keystone  
Second Lien Grant of Security Interest in United States Trademarks

  
**TRADEMARK**  
**REEL: 005092 FRAME: 0881**

UBS AG, Stamford Branch,  
as Second Lien Collateral Agent and Grantee

By:   
Name: Joselin Fernandes  
Title: Associate Director

By:   
Name: Lana Gifas  
Title: Director

SCHEDULE A

1. Keystone Automotive Operations, Inc.

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
WHOLESALE ADVANTAGE	Registered	74/324246	21-Oct-1994	1815230	4-Jan-1994
APOLLO and design	Registered	73/493874	09-Aug-1984	1345828	2-Jul-1985
BULLETT and design	Registered	76/461486	24-Oct-2002	3171822	14-Nov -06
SPECIALTY PARTS NETWORK	Registered	77/354347	18-Dec-2007	3545527	9-Dec-08

2. A&A Auto Parts Stores, Inc.

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
A&A TRUCK AND OFF-ROAD	Pending	85/764444	26-Oct-2012		
A&A TRUCK AND OFF-ROAD CENTER	Pending	85/764468	26-Oct-2012		

3. Arrow Speed Acquisition, LLC

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
STREET SIDE	Registered	77/354361	18-Dec-2007	3532224	11-Nov -08

4. Keystone Automotive Distributors Company, LLC

Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
DRIVERFX	Registered	78/142171	09-Jul-2002	3124178	01-Aug-2006
DRIVERFX	Registered	76/002766	17-Mar-2000	2534817	29-Jan-2002
DRIVERFX and Design	Registered	76/380322	07-Mar-2002	2671954	07-Jan-2003
FX PRODUCTS	Registered	78/402493	15-Apr-2004	3206643	06-Feb-2007
KEYSTONE AUTOMOTIVE OPERATIONS, INC. and Design	Opposed	77/641150	30-Dec-2008		
KEYSTONE ECOMMERCE	Registered	77/029649	26-Oct-2006	3436791	27-May -2008
SPEEDFX	Registered	78/402506	15-Apr-2004	3139920	05-Sep-2006
TRAILFX	Registered	78/404974	20-Apr-2004	3067482	14-Mar-2006

LINK and design	Pending	85/762446	24-Oct-2012		
KEYSTONE and design	Registered	74/310101	02-SEP-1992	1824708	01-MAR-1994
KEYSTONE	Registered	72/455435	23-APR-1973	1012541	03-JUN-1975