

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	MERGER			
EFFECTIVE DATE:	06/30/2013			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Keystone Automotive Operations Midwest, LLC		06/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	Keystone Automotive Operations, Inc.			
Street Address:	44 Tunkhannock Avenue			
City:	Exeter			
State/Country:	PENNSYLVANIA			
Postal Code:	18643			
Entity Type:	CORPORATION: PENNSYLVANIA			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	3545527	SPECIALTY PARTS NETWORK	
	Registration Number:	1815230	WHOLESALE ADVANTAGE	
	Registration Number:	1345828	APOLLO	
CORRESPONDENCE DATA				
Fax Number:	2127288111			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 728 8000			
Email:	ipdept@willkie.com			
Correspondent Name:	Amir Ghavi c/o Willkie Farr & Gallagher			
Address Line 1:	787 Seventh Avenue			
Address Line 4:	New York, NEW YORK 10019			
ATTORNEY DOCKET NUMBER:	120241 00003 AG			

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NAME OF SUBMITTER:	Amir Ghavi
Signature:	/amirghavi/
Date:	09/05/2013
Total Attachments: 6 source=Pages from 10075817_9#page1.tif source=Pages from 10075817_9#page2.tif source=Pages from 10075817_9#page3.tif source=Pages from 10075817_9#page4.tif source=Pages from 10075817_9#page5.tif source=Pages from 10075817_9#page6.tif	

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

**Articles/Certificate of Merger
 (15 Pa.C.S.)**

- Domestic Business Corporation (§ 1926)
- Domestic Nonprofit Corporation (§ 5926)
- Limited Partnership (§ 8547)

Name	CT - COUNTER		
Address			
City	State	Zip Code	
8817410	SOPAB		

Document will be returned to the name and address you enter to the left.
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Commonwealth of Pennsylvania
 ARTICLES OF MERGER-BUSINESS 7 Page(s)

Fee: \$150 plus \$40 additional for each Party in additional to two



In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
KEYSTONE AUTOMOTIVE OPERATIONS, INC.

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o CT Corporation System				Dauphin

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o				

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip
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3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
KEYSTONE AUTOMOTIVE OPERATIONS MIDWEST, LLC			Dauphin

CT Corporation System

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: June 30, 2013 at _____
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
KEYSTONE AUTOMOTIVE OPERATIONS, INC.	

Adopted by the board of directors of the parent corporation pursuant to 15 Pa.C.S. Section 1924(b)(3)

6. Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is.

Number and street	City	State	Zip	County
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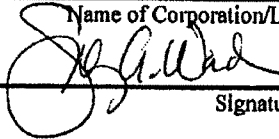
IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

28th day of June,

2013

KEYSTONE AUTOMOTIVE OPERATIONS, INC.

Name of Corporation/Limited Partnership



Signature

Sally A. Ward/Assistant Secretary

Title

Name of Corporation/Limited Partnership

Signature

Title

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 30, 2013 by and between KEYSTONE AUTOMOTIVE OPERATIONS MIDWEST, LLC, a Delaware limited liability company (the "Disappearing Entity"), and KEYSTONE AUTOMOTIVE OPERATIONS, INC., a Pennsylvania corporation ("KAO" or, after the Effective Time (as defined in Article V hereof), the "Surviving Corporation").

WHEREAS, the Disappearing Entity is a limited liability company organized and validly existing under the laws of the State of Delaware;

WHEREAS, KAO is a corporation organized and validly existing under the laws of the Commonwealth of Pennsylvania;

WHEREAS, the Sole Manager of the Disappearing Entity and the Sole Director of KAO have duly authorized the merger of the Disappearing Entity with and into KAO pursuant to the terms of this Agreement (the "Merger");

WHEREAS, it is intended that the Merger be a non-taxable transaction for tax purposes; and

WHEREAS, all other conditions precedent to the Merger have been, or prior to the Effective Time will be, satisfied or validly waived;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
MERGER**

At the Effective Time, the Disappearing Entity shall be merged with and into KAO, the separate existence of the Disappearing Entity shall cease, KAO shall continue in existence as the Surviving Corporation, and the Merger shall in all respects have the effects provided for by Title 15 of the Pennsylvania Business Corporation Law (the "Code") and the Delaware Limited Liability Company Act, 6 Del., C. §§ 18-101, et seq. (the "LLC Act").

Prior to the Effective Time, the Disappearing Entity and KAO shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Time, KAO shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper former officers or other agents of the Disappearing Entity shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all such additional things necessary or proper to carry out the provisions hereof.

**ARTICLE II
TERMS OF MERGER**

At the Effective Time, the membership interests of the Disappearing Entity issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the members or manager of the Disappearing Entity, shall be cancelled and retired.

**ARTICLE III
ARTICLES OF INCORPORATION AND BYLAWS**

From and after the Effective Time, and until thereafter amended as provided by law, the Articles of Incorporation and Bylaws of KAO as in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV
OFFICERS AND DIRECTORS

From and after the Effective Time, and until resignation or removal in accordance with applicable law, the officers and directors of the Surviving Corporation shall be the same as the officers and directors of KAO immediately prior to the Effective Time.

ARTICLE V
EFFECTIVE TIME

Articles of Merger evidencing the Merger shall be filed in the Bureau of Corporations and Charitable Organizations of the Commonwealth of Pennsylvania and in the Office of the Secretary of State of the State of Delaware pursuant to the applicable requirements of the Code and the LLC Act (the "Certificate of Merger") prior to the time that the Merger will become effective. The Merger shall become effective on June 30, 2013 (such time and date of effectiveness, the "Effective Time").

ARTICLE VI
TERMINATION

At any time prior to the Effective Time, either the Sole Manager of the Disappearing Entity or the Sole Director of KAO may terminate and abandon this Agreement.

ARTICLE VII
AMENDMENTS

At any time prior to the Effective Time, the Sole Manager of the Disappearing Entity and the Sole Director of KAO may amend, modify or supplement this Agreement in such manner as they jointly may determine to the fullest extent permitted by applicable law.

ARTICLE VIII
GOVERNING LAW


This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

ARTICLE IX
MISCELLANEOUS

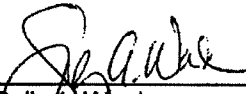
This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement to be effective as of the day and year first above written.

KEYSTONE AUTOMOTIVE OPERATIONS MIDWEST, LLC
a Delaware limited liability company

By: 
Sally A. Ward
Assistant Secretary

KEYSTONE AUTOMOTIVE OPERATIONS, INC.
a Pennsylvania corporation

By: 
Sally A. Ward
Assistant Secretary