

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Automotive Operations, Inc.		08/15/2013	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	185 Asylum Street, 35th Floor		
Internal Address:	CityPlace 1		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	national association: UNITED STATES		
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:	8602402513		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	860.240.2935		
Email:	michelle.fournier@bingham.com		
Correspondent Name:	Michelle Walters Fournier		
Address Line 1:	One State Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Michelle Walters Fournier		

OP \$90.00 3545527

Signature:	/Michelle Walters Fournier/
Date:	10/02/2013
Total Attachments: 5 source=Keystone Trademark Agreement#page1.tif source=Keystone Trademark Agreement#page2.tif source=Keystone Trademark Agreement#page3.tif source=Keystone Trademark Agreement#page4.tif source=Keystone Trademark Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

August 15, 2013

WHEREAS, Keystone Automotive Operations, Inc., a Pennsylvania corporation (herein referred to as the "**Lien Grantor**") owns the Trademark Collateral (as defined below);

WHEREAS, Keystone Automotive Operations, Inc. (the "**Borrower**"), Keystone Automotive Holdings, Inc., the Lenders party thereto, and Bank of America, N.A., as Administrative Agent, Issuing Bank and Swingline Lender, are parties to that certain Amended and Restated Revolving Credit Agreement dated as of August 15, 2013 (as amended from time to time, the "**ABL Credit Agreement**"); and

WHEREAS, pursuant to (i) that certain Amended and Restated ABL Guarantee and Security Agreement dated as of August 15, 2013 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that any "intent-to-use" Trademarks which would be rendered invalid, unenforceable or void by the grant of a security interest created pursuant to this Trademark Security Agreement are excluded from the foregoing security interests only for so long as, and to the extent that, such condition exists; and

(ii) all proceeds of, revenues from, and accounts and general intangibles arising out of the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien

Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

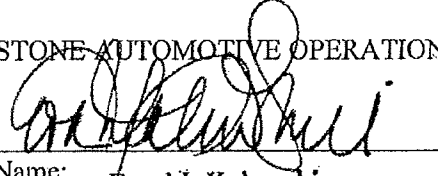
*[Signature pages follow.]*

IN WITNESS WHEREOF, the Lien 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.

KEYSTONE AUTOMOTIVE OPERATIONS, INC.

to

By:

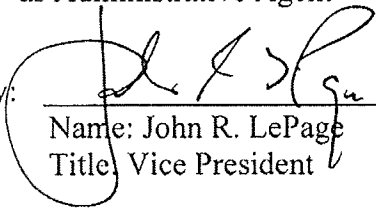


Name: Eva M. Kalawski  
Title: Vice President & Secretary

[Signature page to Trademark Security Agreement - Keystone Automotive Operations, Inc.]

Acknowledged:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: John R. LePage  
Title: Vice President

[Signature page to Trademark Security Agreement - Keystone Automotive Operations, Inc.]

**TRADEMARK**  
**REEL: 005123 FRAME: 0241**

Schedule 1  
to Trademark  
Security Agreement

KEYSTONE AUTOMOTIVE OPERATIONS, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SPECIALTY PARTS NETWORK	3545527	December 09, 2008
WHOLESALE ADVANTAGE	1815230	January 04, 1994
APOLLO & DESIGN	1345828	July 02, 1985

***apollo***

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
None		