

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Automotive Distributors Company, LLC		12/19/2013	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: 1			
Property Type	Number	Word Mark	
Registration Number:	1824708	KEYSTONE	
CORRESPONDENCE DATA			
Fax Number:	2159814750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215.981.4194		
Email:	kennedyp@pepperlaw.com, jensenc@pepperlaw.com, catalanot@pepperlaw.com		
Correspondent Name:	Paul J. Kennedy c/o Pepper Hamilton LLP		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	18th and Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	113076.0114		
NAME OF SUBMITTER:	Paul J. Kennedy		
SIGNATURE:	/Paul J. Kennedy/		
DATE SIGNED:	03/12/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into this 19th day of December, 2013, by and between Keystone Automotive Distributors Company, LLC, a Delaware limited liability company ("Assignor") and Keystone Automotive Operations, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania ("Assignee"), (collectively, the "Parties").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks identified in "Exhibit A", attached hereto, (collectively, the "Trademarks");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment as of the date first above written.

KEYSTONE AUTOMOTIVE
DISTRIBUTORS COMPANY, LLC

KEYSTONE AUTOMOTIVE OPERATIONS,
INC.

By: Rudy A. Esteves

By: Rudy A. Esteves

Name: Rudy A. Esteves

Name: Rudy A. Esteves

Title: EVP and CAO

Title: EVP and CAO

EXHIBIT "A"

MARK	REGISTRATION NO.	DATE OF REGISTRATION
KEYSTONE & Design	1824708	March 1, 1994