

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299444

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keystone Automotive Distributors Company, LLC		03/27/2014	LIMITED LIABILITY COMPANY:
Keystone Automotive Operations, Inc.		03/27/2014	CORPORATION:
A&A Auto Parts Stores, Inc.		03/27/2014	CORPORATION:
Arrow Speed Acquisition LLC		03/27/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	7711 Plantation Road
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24019-3224
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3124178	DRIVERFX
Registration Number:	2534817	DRIVERFX
Registration Number:	2671954	DRIVERFX
Serial Number:	77641150	KEYSTONE AUTOMOTIVE OPERATIONS, INC.
Registration Number:	3436791	KEYSTONE ECOMMERCE
Registration Number:	3139920	SPEEDFX
Registration Number:	3067482	TRAILFX
Serial Number:	85762446	LINK
Serial Number:	85764444	A&A TRUCK AND OFF-ROAD
Serial Number:	85764468	A&A TRUCK AND OFF-ROAD CENTER
Registration Number:	1815230	WHOLESALE ADVANTAGE
Registration Number:	1345828	APOLLO
Registration Number:	3545527	SPECIALTY PARTS NETWORK
Registration Number:	3532224	STREET SIDE
Registration Number:	4213525	FX WHEELS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86035610	ARROW SPEED
Serial Number:	86035593	ARROW SPEED
Serial Number:	86035628	CONNX
Registration Number:	1824708	KEYSTONE
Registration Number:	1012541	KEYSTONE

CORRESPONDENCE DATA

Fax Number: 2149813400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 3820-38310

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 03/27/2014

Total Attachments: 8

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page1.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page2.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page3.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page4.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page5.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page6.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page7.tif

source=LKQ_ 2014 IP Supplemental Security Agreement (Executed)#page8.tif

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 27, 2014 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LKQ Corporation, a Delaware corporation (the "Company"), LKQ Delaware LLP, a Delaware limited liability partnership having two Alberta unlimited liability companies as its partners (the "Canadian Primary Borrower"), and the subsidiaries of the Company party thereto as Subsidiary Borrowers from time to time (such subsidiaries together with the Company and the Canadian Primary Borrower, the "Borrowers"), have entered into a Third Amended and Restated Credit Agreement, dated as of March 25, 2011, as amended and restated as of September 30, 2011, as further amended and restated as of May 3, 2013, as further amended and restated as of March 27, 2014 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 25, 2011, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered

into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (iii) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (i) any right to use any Trademark, (ii) any right under a Patent, and (iii) any right under any Copyright;

(e) and any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

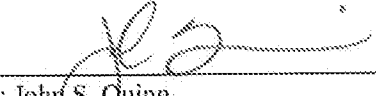
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated

herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

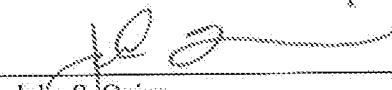
[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

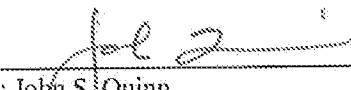
KEYSTONE AUTOMOTIVE DISTRIBUTORS
COMPANY, LLC

By: 
Name: John S. Quinn
Title: Vice President and Chief Financial Officer

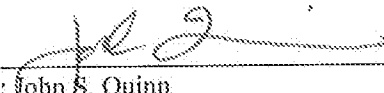
KEYSTONE AUTOMOTIVE OPERATIONS, INC.

By: 
Name: John S. Quinn
Title: Vice President and Chief Financial Officer

A&A AUTO PARTS STORES, INC.

By: 
Name: John S. Quinn
Title: Vice President and Chief Financial Officer

ARROW SPEED ACQUISITION LLC

By: 
Name: John S. Quinn
Title: Vice President and Chief Financial Officer

PATENTS

None.

TRADEMARKS

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>Canada</u>	<u>DRIVERFX</u>	<u>Registered</u>	<u>1132357</u>	<u>TMA 646718</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>DRIVERFX</u>	<u>Registered</u>	<u>78/142171</u>	<u>3124178</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>DRIVERFX</u>	<u>Registered</u>	<u>76/002766</u>	<u>2534817</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>DRIVERFX and Design</u>	<u>Registered</u>	<u>76/380322</u>	<u>2671954</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>KEYSTONE AUTOMOTIVE OPERATIONS, INC. and Design</u>	<u>Opposed</u>	<u>77/641150</u>	
<u>Keystone Automotive Distributors Company, LLC</u>	<u>Mexico</u>	<u>KEYSTONE AUTOPARTES DE MEXICO and Design (IC 12)</u>	<u>Pending</u>	<u>1007139</u>	
<u>Keystone Automotive Distributors Company, LLC</u>	<u>Mexico</u>	<u>KEYSTONE AUTOPARTES DE MEXICO and Design (IC 35)</u>	<u>Pending</u>	<u>1007140</u>	
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>KEYSTONE ECOMMERCE</u>	<u>Registered</u>	<u>77/029649</u>	<u>3436791</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>SPEEDFX</u>	<u>Registered</u>	<u>78/402506</u>	<u>3139920</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>TRAILFX</u>	<u>Registered</u>	<u>78/404974</u>	<u>3067482</u>

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Reg. No.</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>LINK and design</u>	<u>Pending</u>	<u>85/762446</u>	
<u>A&A Auto Parts Stores, Inc.</u>	<u>USA</u>	<u>A&A TRUCK AND OFF-ROAD</u>	<u>Pending</u>	<u>85/764444</u>	
<u>A&A Auto Parts Stores, Inc.</u>	<u>USA</u>	<u>A&A TRUCK AND OFF-ROAD CENTER</u>	<u>Pending</u>	<u>85/764468</u>	
<u>Keystone Automotive Operations, Inc.</u>	<u>USA</u>	<u>WHOLESALE ADVANTAGE</u>	<u>Registered</u>	<u>74/324246</u>	<u>1815230</u>
<u>Keystone Automotive Operations, Inc.</u>	<u>USA</u>	<u>APOLLO and design</u>	<u>Registered</u>	<u>73/493874</u>	<u>1345828</u>
<u>Keystone Automotive Operations, Inc.</u>	<u>USA</u>	<u>SPECIALTY PARTS NETWORK</u>	<u>Registered</u>	<u>77/354347</u>	<u>3545527</u>
<u>Arrow Speed Acquisition LLC</u>	<u>USA</u>	<u>STREET SIDE</u>	<u>Registered</u>	<u>77/354361</u>	<u>3532224</u>
<u>Keystone Automotive Operations, Inc.</u>	<u>USA</u>	<u>FX WHEELS</u>	<u>Registered</u>	<u>85/534988</u>	<u>4213525</u>
<u>Arrow Speed Acquisition LLC</u>	<u>USA</u>	<u>ARROW SPEED</u>	<u>Pending</u>	<u>86035610</u>	
<u>Arrow Speed Acquisition LLC</u>	<u>USA</u>	<u>ARROW SPEED & Design</u>	<u>Pending</u>	<u>86035593</u>	
<u>Keystone Automotive Operations, Inc.</u>	<u>USA</u>	<u>CONNX & Design</u>	<u>Pending</u>	<u>86035628</u>	
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>KEYSTONE & Design</u>	<u>Registered</u>	<u>74310101</u>	<u>1824708</u>
<u>Keystone Automotive Distributors Company, LLC</u>	<u>USA</u>	<u>KEYSTONE</u>	<u>Registered</u>	<u>72/455,435</u>	<u>1012541</u>

COPYRIGHTS

Copyright	Reg. No.	Grantor
Key Comp Automotive System	TX 2683166	Keystone Automotive Distributors Company, LLC
Keystone: ... Specialty Automotive Catalog	TX 1296236	Keystone Automotive Operations, Inc.
Keystone: Wheel & Tire Catalog	TX 1239519	Keystone Automotive Operations, Inc.