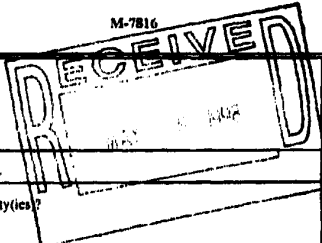


05-15-1998

M-7816



Form PTO-1595  
1-31-92

MRD 5-6-98



100710598

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Keystone Automotive Operations, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - Pennsylvania  
 Other

Additional name(s) of conveying party(ies) attached?  
 yes  no

2. Name and address of receiving party(ies):

Name: First Union National Bank

Internal Address: 301 S. College Street DC-5

Street Address:

City: Charlotte State: North Carolina Zip: 28288-0737

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation - North Carolina  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional name(s) & address(es) attached?  
 Yes  No

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: March 6, 1998

4. Application number(s) or registration number(s): 841,546; 1,012,541; 1,024,633; 1,112,232; 1,127,479; 1,095,895; 1,102,633; 1,116,356; 1,437,943; 1,443,052; 1,443,055; 1,824,708; 1,983,049; 75/033,355; 75/033,356

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached:  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Gary D. Krugman  
SUGHRUE, MION, ZINN, MACPEAK & SEAS  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3202

6. Total number of applications and registration involved 15

7. Total Fee (37 CFR 3.41): \$390.00  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.

Authorized to be charged to Deposit Account

8. Deposit Account No.

(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gary D. Krugman  
Name

May 6, 1998  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: \_\_\_\_\_

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

RECEIVED  
MAY 15 1998  
MAIL ROOM

TRADEMARK

REEL: 1729 FRAME: 05478

## TRADEMARK SECURITY AGREEMENT

WHEREAS, KEYSTONE AUTOMOTIVE OPERATIONS, INC., a corporation organized under the laws of Pennsylvania ("Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated and otherwise modified, the "Credit Agreement") of even date herewith among the Grantor and the Additional Borrowers party thereto (collectively, the "Borrowers"), such Lenders party thereto (collectively, the "Lenders"), First Union National Bank, as administrative agent for the ratable benefit of itself and the Lenders (the "Administrative Agent"), First Union Capital Markets, a division of Wheat First Securities, Inc. and GECC Capital Markets Group, Inc., as Co-Syndication Agents, the Lenders have agreed to extend certain Loans and issue or participate in certain Letters of Credit according to the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement of even date (as said Agreement may be amended, restated or otherwise modified from time to time, the "Security Agreement;" all capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Security Agreement), between the Borrowers and the Administrative Agent, the Borrowers have granted to the Administrative Agent for the ratable benefit of the Agents and Lenders a security interest in certain assets of each of the Borrowers, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers (including the Grantor) under the Credit Agreement and the other Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Administrative Agent for the ratable benefit of the Agents and Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired in order to secure the Secured Obligations referred to herein:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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TRADEMARK  
REEL: 1729 FRAME: 0548

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 6<sup>th</sup> day of March, 1998.

KEYSTONE AUTOMOTIVE OPERATIONS, INC.

By: *James Chelala*  
Name: James Chelala  
Title: President

Agreed and Accepted as of the 6<sup>th</sup> day of March, 1998.

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By: *Mark B. Feller*  
Name: Mark B. Feller  
Title: Senior Vice Pres.

ACKNOWLEDGMENT

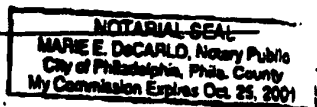
STATE OF Pennsylvania  
COUNTY OF Philadelphia

I, Marie E. DeCarlo, a Notary Public for said County and State, do hereby certify that James Chabala personally appeared before me this day and stated that (s)he is President of Keystone Automotive Operations, Inc. and acknowledged, on behalf of Keystone Automotive Operations, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 6th day of March, 1998.

Marie E. DeCarlo  
Notary Public

My commission expires:



[Trademark Security Agreement]

TRADEMARK  
REEL: 1729 FRAME: 0551

**SCHEDULE I  
to the  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Mark/Reg. No. Date Registered</b>	<b>Owner</b>	<b>First Use</b>	<b>Goods/Services</b>
<b>K KEYSTONE and Design 841,546 1/2/1968</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>2/15/1965</b>	<b>Automobile wheels (Int. Cl. 12)</b>
<b>KEYSTONE 1,012,541 6/3/1975</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>6/1962</b>	<b>Mini-cycles, and vehicle accessories, namely, wheels, mud fins, hood fastening locks, hub covers, wheel adaptor plates and adaptor spacers (Int. Cl. 12)</b>
<b>MOJOCK 1,024,633 11/11/1975</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>1/2/1975</b>	<b>Wheels for automobiles (Int. Cl. 12)</b>
<b>K TRI-LUG and Design 1,112,232 1/30/1979</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>7/22/1976</b>	<b>Custom automobile wheels (Int. Cl. 12)</b>
<b>KLASSIC 1,127,479 12/11/1979</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>12/31/1969</b>	<b>Custom wheels for automobiles (Int. Cl. 12)</b>
<b>FINE WIRE 1,095,895 7/11/1978</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>1/16/1976</b>	<b>Automobile wheels (Int. Cl. 12)</b>
<b>STRIKER 1,102,633 9/19/1978</b>	<b>Keystone Automotive Operations, Inc.</b>	<b>6/25/1977</b>	<b>Automotive wheels (Int. Cl. 12)</b>

IN LEGAL CASES 17-1 (PTW) (L-770)

TRADEMARK  
REEL: 1729 FRAME: 0552

Mark/Reg. No. Date Registered	Owner	First Use	Goods/Services
<b>K KEYSTONE</b> (stylized) 1,116,356 4/10/1979	Keystone Automotive Operations, Inc.	9/21/1977	Custom automobile and truck wheels, valve stems, lug nuts, lug nut washers, adapters, spacers, and hub covers (Int. Cl. 12)
<b>KEYSTONE RAIDER</b> 1,437,943 4/28/1987	Keystone Automotive Operations, Inc.	4/1/1975	Vehicle wheels (Int. Cl. 12)
<b>VORTEX</b> 1,443,052 6/16/87	Keystone Automotive Operations, Inc.	1980	Vehicle wheels (Int. Cl. 12)
<b>DIA-MAG</b> 1,443,055 6/16/1987	Keystone Automotive Operations, Inc.	1977	Vehicle wheels (Int. Cl. 12)
<b>KEYSTONE</b> and Design 1,824,708 3/1/1994	Keystone Automotive Operations, Inc.	3/1971	Distributorship services in the field of auto parts (Int. Cl. 42)
<b>A and Design</b> 1,983,049 6/25/1996	Keystone Automotive Operations, Inc.	2/27/1970	Automobile wheels (Int. Cl. 12)

**TRADEMARK APPLICATIONS**

Mark/Apl. No. /Date Filed	Applicant	First Use	Goods/Services
<b>A and Design</b> 75/033,355 12/15/1995	Keystone Automotive Operations, Inc.	Intent-to-use	Hydraulic jacks and jack stands therefor (Int. Cl. 7)
<b>APPLIANCE</b> 75/033,356 12/15/1995	Keystone Automotive Operations, Inc.	Intent-to-use	Hydraulic jacks and jack stands therefor (Int. Cl. 7)

**TRADEMARK LICENCES**

None.

PHILBOAL: 0457517 v1 (PTD)01LWPD)

RECORDED: 05/06/1998

TRADEMARK  
REEL: 1729 FRAME: 0553