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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

LKQ Crystal River, Inc.

7.3.02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6/21/02

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Agent

Internal Address: _____
Address: _____

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60697

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

2000061 1806594

Additional number(s) attached Yes No

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

Name: Sharon S. Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson
Name of Person Signing

Sharon S. Patterson
Signature

7/3/02
Date

13

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/09/2002 ANNED1 00000033 2000061

01 FC:481
02 FC:482

40.00 DP
25.00 DP

TRADEMARK
REEL: 002540 FRAME: 0550

**AMENDED AND RESTATED
CONTINUING SECURITY INTEREST AND
CONDITIONAL ASSIGNMENT OF PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS AMENDED AND RESTATED CONTINUING SECURITY INTEREST AND CONDITIONAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Assignment") is made as of this 21st day of June, 2002 by and among the direct and indirect subsidiaries of "Borrower" (as defined below) as set forth on Exhibit A attached hereto (collectively, "Assignors" and individually, "Assignor"), and Bank of America, N.A., a national banking association, as administrative agent for Lenders (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to an Amended and Restated Credit Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement") among LKQ Corporation, a Delaware corporation ("Borrower"), the various financial institutions as are, or may from time to time become, parties thereto ("Lenders"), LaSalle Bank National Association, as a Lender and as a co-syndication agent for Lenders, Fleet National Bank, as a Lender and as a co-syndication agent for Lenders and Bank of America N.A., as a Lender and as administrative agent for Lenders ("Administrative Agent"), Lenders have extended commitments to make certain credit facilities available to Borrower;

WHEREAS, the Credit Agreement amends and restates in its entirety the Credit Agreement dated as of November 12, 1999 (as amended and supplemented to date), among Borrower, the various financial institutions from time to time a party thereto, Administrative Agent, LaSalle Bank National Association, as a lender and as syndication agent for lenders, and Banc of America Securities LLC, as arranger;

WHEREAS, pursuant to a certain Amended and Restated Master Corporate Guaranty of even date herewith, (as the same may be amended, modified or supplemented from time to time, the "Guaranty"), executed by each Assignor in favor of Administrative Agent, each Assignor has guaranteed Borrower's obligations under the Credit Agreement, and

WHEREAS, pursuant to a certain Amended and Restated Master Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") among each Assignor and Administrative Agent, each Assignor has granted to Administrative Agent a security interest in certain of such Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

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**TRADEMARK
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NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions.

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of "Secured Obligations" (as defined in the Security Agreement), each Assignor hereby grants to Administrative Agent a continuing security interest, as and by way of a first mortgage and security interest having priority over all other security interests, in such Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign patents and patent applications are sometime hereinafter individually and/or collectively referred to as the "Patents");

(b) United States and foreign copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing United States and foreign copyrights are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on

which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including the trademarks and applications listed on Schedule C attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing trademarks, tradenames, service marks, trademark registrations, and trademark applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) any license agreement in which any Assignor is or becomes licensed to use a Patent, Copyright, Trademark or the know-how of any other Person including, without limitation, the license agreements listed on Schedules A, B and C attached hereto and made a part hereof (all the foregoing are referred to as the "Licenses"); and

(e) the goodwill of each Assignor's business connected with the use of and symbolized by the Trademarks.

3. Assignment of Patents. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit each Assignor's entire right, title and interest in and to all Patents.

4. Assignment of Copyrights. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit each Assignor's entire right, title and interest in and to all Copyrights.

5. Assignment of Trademarks and Goodwill. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative Agent's use and benefit Assignor's entire right, title and interest in and to all Trademarks and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

6. Assignment of Licenses. In addition to, and not by way of limitation of, all other rights granted to Administrative Agent under the Credit Agreement, the Security Agreement, all other Loan Documents and this Assignment, each Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Administrative Agent for Administrative

Agent's use and benefit any and all rights of such Assignor under the Licenses and any license agreement with any other Person, whether such Assignor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by such Assignor and now or hereafter covered by such License and agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could affect the validity or enforcement of the rights transferred to Administrative Agent under this Assignment, which rights are used or usable in the conduct of such Assignor's business.

7. Royalties; Term. Each Assignor hereby agrees that the use by Administrative Agent of all Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by such Assignor, and without any liability for royalties or other related charges from Administrative Agent to such Assignor. The term of the assignments and grant of security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Copyrights, Trademarks and Licenses assigned hereunder, and (ii) the indefeasible payment of the Secured Obligations and the termination of the Credit Agreement.

8. Reports of Applications. The United States and foreign Patents, Copyrights, Trademarks and Licenses constitute all of the patents, copyrights, trademarks, applications and licenses now owned by any Assignor. Each Assignor shall provide Administrative Agent on a quarterly basis with a list of all new applications for United States and foreign letters patent, copyright registrations and registered trademarks and licenses, if any, which new applications, patents, copyright registrations, trademarks and licenses shall be subject to the terms and conditions of the Security Agreement and this Assignment.

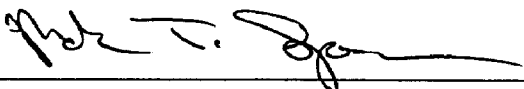
9. Effect on Credit Agreement; Cumulative Remedies. Each Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Administrative Agent and Lenders under the Credit Agreement, the Security Agreement or any other Loan Document but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Administrative Agent with respect to the Patents, Copyrights, Trademarks and Licenses, whether established hereby, by the Credit Agreement, the Security Agreement or any other Loan Document, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, ADMINISTRATIVE AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS, TRADEMARKS AND LICENSES UNLESS AND UNTIL AN EVENT OF DEFAULT IS OUTSTANDING, AND UNLESS AN EVENT OF DEFAULT IS OUTSTANDING, EACH ASSIGNOR SHALL HAVE SUCH RIGHT AS THE LICENSEE OF ADMINISTRATIVE AGENT.

10. Binding Effect; Benefits. This Assignment shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent and its successors and assigns.

11. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS; PROVIDED, THAT ADMINISTRATIVE AGENT AND LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

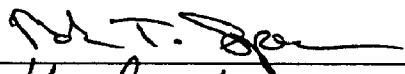
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

EACH OF THE COMPANIES SET FORTH ON EXHIBIT A

By 
The Vice President - Finance of each such Company

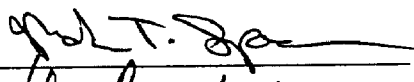
LKQ SMART PARTS, L.P.

By: Its General Partner,
LKQ HOLDING CO.

By 
Its Vice President

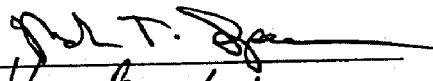
LKQ STAR AUTO PARTS, L.P.

By: Its General Partner,
LKQ HOLDING CO.

By 
Its Vice President

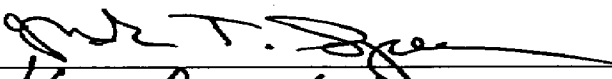
LKQ ATLANTA, L.P.

By: Its General Partner,
DAMRON HOLDING COMPANY

By 
Its Vice President


LKQ STAR AUTO PARTS OF NORTH TEXAS,
L.P.

By: Its General Partner,
LKQ HOLDING CO.

By 
Its Vice President

LKQ BEST AUTOMOTIVE, L.P.

By: Its General Partner,
LKQ HOLDING CO.

By 
Its Vice President

BANK OF AMERICA, N.A.
as Administrative Agent

By _____
Its _____

LKQ STAR AUTO PARTS OF NORTH TEXAS,
L.P.

By: Its General Partner,
LKQ HOLDING CO.

By _____
Its _____

LKQ BEST AUTOMOTIVE, L.P.

By: Its General Partner,
LKQ HOLDING CO.

By _____
Its _____

BANK OF AMERICA, N.A.
as Administrative Agent

By David A. Johanson
Its David A. Johanson
Vice President

EXHIBIT A

Akron Airport Properties, Inc.
Black Horse Auto Parts, Inc.
Damron Holding Company
DAP Trucking, Inc.
LKQ 250 Auto, Inc.
LKQ All Models Corp.
LKQ Atlanta, L.P.
LKQ Auto Parts of Central California, Inc.
LKQ Auto Parts of Memphis, Inc.
LKQ Auto Parts of North Texas, Inc.
LKQ Auto Parts of North Texas, L.P.
LKQ Auto Parts of Utah, Inc.
LKQ Best Automotive Corp.
LKQ Best Automotive, L.P.
LKQ Birmingham, Inc.
LKQ Crystal River, Inc.
LKQ Gorham Auto Parts Corp.
LKQ Great Lakes Corp.
LKQ Holding Co.
LKQ Hunts Point Auto Parts Corp.
LKQ John's Westside Corp.
LKQ Lakenor Auto & Truck Salvage, Inc.
LKQ Management Company
LKQ Manchester Auto Parts Corp.
LKQ Mid-America Auto Parts, Inc.
LKQ Mid-Atlantic, Inc.
LKQ Midwest Auto Parts Corp.
LKQ of Indiana, Inc.
LKQ of Michigan, Inc.
LKQ Raleigh Auto Parts Corp.
LKQ Route 16 Used Auto Parts, Inc.
LKQ Salisbury, Inc.
LKQ Savannah, Inc.
LKQ Smart Parts, Inc.
LKQ Smart Parts, L.P.
LKQ Star Auto Parts, Inc.
LKQ Star Auto Parts, L.P.
LKQ TriplettASAP, Inc.
Redding Auto Center, Inc.

SCHEDULE A

PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
None		

PATENT APPLICATIONS

<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
None	

PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		

SCHEDULE B

COPYRIGHT REGISTRATIONS

Registration No.

Date

None

COPYRIGHT APPLICATIONS

Copyright Description

Copyright Application No.

Date Applied

None

COPYRIGHT LICENSES

Name of Agreement

Parties

Date of Agreement

None

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Damron LKQ Auto Parts	2000061	9/10/96
Damron Auto Parts	1806594	11/23/93
Smart Parts	Wisconsin (not available)	1/14/81
Midwest Foreign Auto	Nebraska (10004351)	7/23/99
Mid-America Auto Parts, Inc. A Division of Recyclers Group	Kansas (13815)	2/6/96
Tripletasap Auto Salvage Auto Parts	2025221	12/24/96
Buck Savers	Ohio (3935)	10/26/90

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
None		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		

UNREGISTERED TRADEMARKS

The Company has certain common-law trademark rights in its name and logo, and its subsidiaries have certain common-law trademark rights in their names and logs.