

03-15-1999



100981555

R SHEET LY

Tab settings

To the Honorable Commissioner

attached original documents or copy thereof.

1. Name of conveying party(ies): STONERIDGE, INC. 9400 East Market Street Warren, Ohio 44484

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

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

3. Nature of conveyance: 3-8-99

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 30, 1998

2. Name and address of receiving party(ies)

Name: NATIONAL CITY BANK

Internal Address: National City Center

Street Address: 1900 East Ninth Street

City: Cleveland State: Ohio ZIP: 44114

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

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 patent number(s):

A. Trademark Application No.(s)

75/371,488 filed 10/10/97 75/513,413 filed 07/01/98 75/516,423 filed 07/09/98 75/516,424 filed 07/09/98

B. Trademark Registration No.(s)

2,198,411 Issued 10/20/98 2,198,412 Issued 10/20/98

Additional numbers attached? Yes No

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

Name: Jacqueline M. O'Brien

Internal Address: JONES DAY REAVIS & POGUE North Point

Street Address: 901 Lakeside Avenue

City: Cleveland State: Ohio ZIP: 44114

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed Authorized to be charged to deposit account, if over or underpayment

8. Deposit account number:

10-1202

(Attach duplicate copy of this page if paying by deposit account)

03/11/1999 JSHABAZZ 00000047 75371488

DO NOT USE THIS SPACE

165E

01 FC-481 40.00 OP 02 FC-482 125.00 OP

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.

Jacqueline M. O'Brien Name of Person Signing (216)586-1309

Signature

March 5, 1999 Date

Total number of pages including cover sheet, attachments, and document: 8

497400-121-021

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

TRADEMARK REEL: 1866 FRAME: 0842

**COLLATERAL ASSIGNMENT OF TRADEMARKS
AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT, dated as of December 30, 1998 (this "*Agreement*"), between **STONERIDGE, INC.**, an Ohio corporation whose principal place of business is located at 9400 East Market Street, Warren, Ohio 44484 (herein, together with its successors and assigns, the "*Borrower*"), and **NATIONAL CITY BANK**, a national banking association whose principal place of business is located at National City Center, 1900 East Ninth Street, Cleveland, Ohio 44114, as collateral agent (herein, together with its successors and assigns in such capacity, the "*Collateral Agent*"), for the benefit of the Secured Creditors (as defined below):

PRELIMINARY STATEMENTS:

(1) Except as otherwise defined herein, terms used herein and defined in the Credit Agreement (as defined below) shall be used herein as therein defined.

(2) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (herein, as amended or otherwise modified, restated or replaced from time to time, the "*Credit Agreement*"), among the Borrower, the financial institutions named as lenders therein (herein, together with their successors and assigns, the "*Lenders*"), the other Agents named therein, and National City Bank, as the Administrative Agent for the Lenders under the Credit Agreement, providing, among other things, for loans or advances or other extensions of credit to or for the benefit of the Borrower of up to \$425,000,000, with such loans or advances being evidenced by promissory notes (the "*Notes*", such term to include all notes and other securities issued in exchange therefor or in replacement thereof).

(3) The Borrower or any of its Subsidiaries may from time to time be party to one or more Designated Hedge Agreements (as defined in the Credit Agreement). Any institution that participates, and in each case their subsequent assigns, as a counterparty to any Designated Hedge Agreement (collectively, the "*Designated Hedge Creditors*," and the Designated Hedge Creditors together with the Agents and the Lenders, collectively the "*Secured Creditors*"), shall benefit hereunder as herein provided.

(4) Pursuant to the Subsidiary Guaranty, each Subsidiary Guarantor has jointly and severally guaranteed to the Secured Creditors the payment when due of the Guaranteed Obligations (as defined in the Subsidiary Guaranty).

(5) It is a condition precedent to the making of Loans and the issuance of, and participation in, Letters of Credit under the Credit Agreement that the Borrower shall have executed and delivered to the Collateral Agent this Agreement.

(6) The Borrower desires to execute this Agreement to satisfy the condition described in the preceding paragraph.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order, among other things, to induce the Lenders to make Loans and other credit facilities available to the Borrower pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

1. Security for Secured Obligations. This Agreement is made by the Borrower with the Collateral Agent,, for the benefit of the Secured Creditors, to secure:

(a) the full and prompt payment when due (whether at the stated maturity, by acceleration or

otherwise) of all obligations (including obligations which, but for the automatic stay under section 362(a) of the Bankruptcy Code, would become due) of the Borrower and/or its Subsidiaries and Affiliates to the Agents and the Lenders, whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which the Borrower or any of its Subsidiaries or Affiliates is now or hereafter becomes a party, and the due performance and compliance by the Borrower and its Subsidiaries and Affiliates with all of the terms, conditions and agreements contained in the Credit Agreement and such other Credit Documents (all such obligations and liabilities under this clause (a), being herein collectively called the "**Credit Document Obligations**");

(b) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations (including obligations which, but for the automatic stay under section 362(a) of the Bankruptcy Code, would become due) and liabilities of the Borrower or any Subsidiary of the Borrower now existing or hereafter incurred under, arising out of or in connection with any Designated Hedge Agreement with any of the Secured Creditors, and the due performance and compliance by the Borrower and any such Subsidiary with all of the terms, conditions and agreements contained therein (all such obligations and liabilities described in this clause (ii) being herein collectively called the "**Designated Hedge Obligations**");

(c) any and all sums advanced by the Collateral Agent in order to preserve the Collateral (as hereinafter defined) or preserve its security interest in the Collateral; and

(d) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Borrower or any Subsidiary referred to in clauses (a), (b) and (c) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs.

All such obligations, liabilities, sums and expenses set forth in clauses (a) through (d) of this section 1 being herein collectively called the "**Secured Obligations**", it being acknowledged and agreed that the "**Secured Obligations**" shall include extensions of credit of the types described above, whether outstanding on the date of this Agreement or extended from time to time after the date of this Agreement.

2. Assignment and Grant of Security Interest. (a) As security for the prompt payment and performance of the Secured Obligations, the Borrower hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter by the Borrower and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Borrower in and to the following (hereafter collectively called the "**Collateral**");

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision

thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Borrower in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the Uniform Commercial Code of the State of Ohio) of the Borrower related to the foregoing; and

(xii) all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all of the above.

(b) Unless an Event of Default shall have occurred and be continuing, the Collateral Agent hereby grants to the Borrower, without representation or warranty of any kind, express or implied, the exclusive, nontransferable right and license to use the Collateral, for the Borrower's own benefit and account. The Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Borrower in this paragraph, without the prior written consent of the Collateral Agent. Upon the occurrence and during the continuance of any Event of Default, the Borrower's license with respect to the Collateral as set forth in this paragraph shall terminate automatically without any requirement of notice to the Borrower of such termination, and the Collateral Agent shall thereupon have, in addition to all other rights and remedies given it by this Agreement, those allowed by the federal laws of the United States and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Collateral may be located.

3. Continuing Liability. The Borrower hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Collateral Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Collateral Agent shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Collateral Agent or the receipt by the Collateral Agent of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill

any of the obligations of the Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Remedies. If an Event of Default has occurred and is continuing, the Collateral Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Borrower expressly agrees that in any such event the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Collateral Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Collateral Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations in accordance with section 10.3 of the Credit Agreement, the Borrower remaining liable for any deficiency therein. After payment in full of all of the Secured Obligations (including those not yet due and payable at the time of the application referred to above), the Collateral Agent shall remit any surplus net proceeds to the Borrower (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Collateral Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Collateral Agent arising out of the repossession, retention or sale of the Collateral. The Borrower agrees that the Collateral Agent need not give more than 10 days' notice of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. Grant of License to Use Intangibles. For the purpose of enabling the Collateral Agent to exercise rights and remedies under section 4 hereof at such time as the Collateral Agent, without regard to this section 5, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Borrower hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Borrower) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Borrower, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

6. Representations and Warranties, etc. The Borrower agrees that it will at its expense forever warrant and, at the Collateral Agent's request defend the Collateral Agent's and the Borrower's respective interests in the Collateral from any and all claims and demands of any other person that it will not grant, create or permit to exist any Lien upon or security interest in the Collateral in favor of any other person except as expressly permitted under section 9.3 of the Credit Agreement. The Borrower represents and warrants to the Collateral Agent that: (a) the Borrower has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, (c) the making and performance by the Borrower of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Borrower's certificate of articles of incorporation or by-laws, and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Collateral Agent) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment,

injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Borrower or to any of the assets of the Borrower to which the Borrower is a party or by which the Borrower or any of the assets of the Borrower may be bound or affected, (d) so long as the Secured Obligations remain outstanding, the Borrower at all times will be the sole direct or indirect beneficial owner of the Collateral hereunder, and (e) this Agreement grants to the Collateral Agent a first priority lien upon and first priority perfected secured interest in the Collateral subject to no lien or security interest except as expressly permitted under section 9.3 of the Credit Agreement.

7. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under section 12.3 of the Credit Agreement.

8. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. **No Waiver; Cumulative Remedies.** The Collateral Agent shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Collateral Agent, and then only to the extent therein set forth. A waiver by the Collateral Agent or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Collateral Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

10. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

11. **Limitations by Law.** All rights, remedies and powers provided by sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

12. **Successors and Assigns.** This Agreement shall be binding upon the Borrower and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of the Borrower, the Collateral Agent and the Lenders and their respective successors and assigns, and nothing herein or in the Credit Agreement or any other Security Document or Credit Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document or Credit Document.

13. **Termination and Reassignment.** The Collateral Agent agrees that upon the termination or expiration of the Credit Agreement and the Security Documents and the payment in full of all the Secured Obligations, the Collateral Agent will, if the Lenders have no remaining Commitments under the Credit Agreement, upon the request and at the expense of the Borrower execute all such documents as may be reasonably requested by the Borrower to release the security interests created hereby and to reassign (without representation or warranty) to the Borrower the Borrower's trademark and other rights assigned hereby.

14. **Reference to Separate Security Agreement.** This Agreement has been entered into by the Borrower and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Borrower and any other Assignors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors (as defined therein). In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security

Agreement, the terms and provisions of such Security Agreement shall govern.

15. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Ohio.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

17. **Jury Trial Waiver.** **THE BORROWER AND THE COLLATERAL AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE COLLATERAL AGENT AND THE BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

STONERIDGE, INC.

By: Kevin P. Bagby
Kevin P. Bagby, Vice President-Finance

NATIONAL CITY BANK,
as Collateral Agent

By: Michael P. McCuen
Michael P. McCuen, Vice President

**Schedule A
to Collateral Assignment of
Trademarks
and Security Agreement**

**I. TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.
REGISTERED WITH THE UNITED STATES PATENT AND
TRADEMARK OFFICE:**

Assignee: Stoneridge, Inc.

Case	Mark	TM#	Country	Date of Filing	Date of Issue
	Alpha Design	2,198,411	U.S.	10/10/97	10/20/98
	ALPHABET	2,198,412	U.S.	10/10/97	10/20/98

**II. APPLICATIONS FOR TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.
FILED WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE:**

Case	Mark	Serial No.	Country	Date Filed
	Stoneridge Cl.12	75/371,488	U.S.	10/10/97
	Stoneridge Cl.40	75/513,413	U.S.	07/01/98
	Pollack	75/516,423	U.S.	07/09/98
	S(stylized) Cl.40	75/516,424	U.S.	07/09/98

Jones Day Cleveland
Doc. # 364794.2
497400-121-021
Printed: 12-30-98 10:54

RECORDED: 03/08/1999

**TRADEMARK
REEL: 1866 FRAME: 0849**