

06-03-2002



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TRADEMARK

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

Cooper Tire & Rubber Company

S-29-02

- 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: December 31, 2001

2. Name and address of receiving party(ies)

Name: Cooper-Standard Automotive, Inc.

Internal Address:

Street Address: 701 Lima Avenue

City: Findlay State: OH Zip: 45840

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- 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 registration number(s):

A. Trademark Application No.(s)
76/152,086 76/156,417

B. Trademark Registration No.(s)
2,219,309

Additional number(s) attached Yes No

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

Name: Deborah B. Uluer

Internal Address: Jones, Day, Reavis, & Pogue

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deborah B. Uluer
Name of Person Signing

Signature

5/29/02
Date

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

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

05/31/2002 LMUELLER 00000226 76152086

01 FC:481
02 FC:482

40.00 DP
50.00 DP

TRADEMARK
REEL: 002516 FRAME: 0946

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of December 31, 2001 (“**Effective Date**”), by and between Cooper Tire & Rubber Company (“**Assignor**”) and Cooper-Standard Automotive Inc. (“**Assignee**”).

1. DEFINITIONS

Section 1.1 “**Trademarks**” means the trademarks set forth on **Schedule A** all of the following that is owned by, issued to or licensed to Assignor along with all income, royalties, damages and payments due or payable at Closing or thereafter including, without limitation, damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world; and all of the following solely as they relate to the trademarks set forth on **Schedule A**: (a) all federally or state registered trademarks, trade names, corporate names, business names, trade styles, service marks, logos, Internet domain names and corporate names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all federal registrations and recordings thereof, and all applications in connection therewith (including, without limitation, “intent to use” applications), (b) all renewals thereof, (c) the goodwill of the business associated with the foregoing; including, without limitation, and (d) the on-going and existing business to which the foregoing pertain.

Section 1.2 All other capitalized terms used, but not defined herein, have the meanings given to such terms in the Asset Contribution and Assumption of Liabilities Agreement, dated the date hereof, among Assignor and Assignee (the “**Contribution Agreement**”).

ARTICLE II ASSIGNMENT

Assignor does hereby sell, assign and transfer to Assignee the entire right, title and interest in and to the Trademarks for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect such damages for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

ARTICLE III REPRESENTATIONS.

In addition to the representations and warranties made in the Contribution Agreement, Assignor represents and warrants that:

Section 3.1 Assignor owns and possesses all right, title and interest in and to, or has a valid and enforceable license to use, the Trademarks free and clear of all liens, licenses, security

interests, encumbrances and other restrictions and it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict with this Agreement;

Section 3.2 Except as set forth on **Schedule B**, the Assignor, to the best of Assignor's knowledge, has not infringed, misappropriated or otherwise conflicted with any trademark rights or other rights of any third parties and the Assignor has not received any notification of any claims of any infringement, misappropriation or conflict of any third party's trademark rights which will occur as a result of the continued use of the Trademarks; and

Section 3.3 All of the Trademarks are or will be owned by, or properly assigned or licensed to the Assignor at the time of the Closing, as set forth in **Schedule A**.

Section 3.4 **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee, its affiliates, and its respective officers, directors, agents, employees, successors and assigns from and against any and all claims or losses incurred by them, arising out of or relating to Assignor's breach of Section 3 and the actions set forth on Schedule B. Assignee shall promptly notify Assignor in writing of any claim or loss and Assignor, upon written request by Assignee, promptly shall defend or settle such claim at Assignor's expense. Nothing in this Assignment is intended to prevent Assignee from defending or settling, if it so desires in its own discretion, any claim at its own expense through its own counsel, but Assignor in such case shall reimburse and hold Assignee harmless from and against any losses that Assignee incurs in defending against or settling any such claim. Assignee may not settle any claims without Assignor's prior written approval, such approval not to be unreasonably withheld.

Section 3.5 **Further Assurances.** The parties will provide further cooperation to effectuate the intent of the parties, including, without limitation, to assign any Trademark relating to the CEP Business that is not identified in **Schedule A**.

Section 3.6 **Cooperation.** Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Trademark; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademark, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (c) in obtaining any additional protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) in the implementation or perfection of this Assignment.

ARTICLE IV SEVERABILITY.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions hereof, and any such prohibition or unenforceability

in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE V 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.

ARTICLE VI SUCCESSORS AND ASSIGNS.

This Agreement is binding upon the parties and their respective successors and assigns and inures to the benefit of the Assignor, the Assignee and its successors and assigns, and nothing herein is intended or is to be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement.

ARTICLE VII APPLICABLE LAW.

This Agreement is governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, notwithstanding its conflicts of laws principles.

ARTICLE VIII COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which is an original and all of which collectively are one and the same agreement.

* * *

Cooper Tire & Rubber Company, Assignor

Cooper-Standard Automotive Inc., Assignee

By: P.G. Weaver
P.G. WEAVER
VICE PRESIDENT & CFO

By: P.G. Weaver
P.G. WEAVER
VICE PRESIDENT & CFO

By: C.F. Nagy
C.F. NAGY
ASS'T TREASURER

Approved as to
Legal Form
and

SCHEDULE A

TRADEMARKS

Trademark

Registration Number

Truck Tuff _____ ITU Application -- Notice of Allowance
issued on August 28, 2001

Envisys _____ 2,219,309

Thermochrome _____ Pending ITU Application -- Published for
Opposition on October 23, 2001

SCHEDULE B
INFRINGEMENT

None.

COPY

TRADEMARK ASSIGNMENT

By and Between

COOPER TIRE & RUBBER COMPANY

and

COOPER-STANDARD AUTOMOTIVE INC.

December 31, 2001