TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ITT Industries		12/04/2005	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Cooper-Standard Automotive Inc.
Street Address:	39550 Orchard Hill Place
City:	Novi
State/Country:	MICHIGAN
Postal Code:	48375
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2845366	POSI-LOCK
Registration Number:	2643771	NYCLAD
Registration Number:	1912518	LOPERM
Registration Number:	3291497	POSIBOND
Registration Number:	3103890	HYDROLOGIC

OP $140.00 2845366

CORRESPONDENCE DATA

Fax Number: (302)778-2600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 302-778-2500
Email: TMDE@ratnerprestia.com
Correspondent Name: Rex A. Donnelly
Address Line 1: 1007 Orange Street, Suite 1100
Address Line 2: P.O. Box 1596
Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	CSA-00001

NAME OF SUBMITTER:	Rex A. Donnelly
Signature:	/rexadonnelly/
Date:	01/11/2008

Total Attachments: 11
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STOCK AND ASSET PURCHASE AGREEMENT

This Stock and Asset Purchase Agreement, dated as of December 4, 2005, between ITT INDUSTRIES, INC., an Indiana corporation ("ITT"), and Cooper-Standard Automotive Inc., an Ohio corporation ("Purchaser").

WITNESSETH:

WHEREAS, certain Subsidiaries of ITT are engaged, in part or in whole, in the Business (as defined in Annex A hereto); and

WHEREAS, Purchaser, directly and through one or more of its Subsidiaries, desires to purchase, and ITT desires to sell, and to cause (i) its Subsidiaries listed on Exhibit A (collectively with ITT, the "Entity Sellers") and any nominee holders therefor to sell to Purchaser or any Subsidiary of Purchaser designated by Purchaser at least two days prior to the Closing (the "Designated Entity Purchasers"), on the terms and subject to the conditions of this Agreement, all of the outstanding shares of capital stock of the Subsidiaries of ITT listed on part 1 of Exhibit A (such shares, the "Transferred Subsidiary Stock") and all of the partnership interests in the Subsidiaries of ITT listed on part 2 of Exhibit A (the "Partnership Interests") (such purchase, the "Entity Purchase") and (ii) its Subsidiaries listed on Exhibit C (collectively with ITT, the "Asset Sellers" and, together with the Entity Sellers, collectively the "Sellers") to sell to Purchaser or the Subsidiary of Purchaser set forth on Exhibit C (the "Designated Asset Purchasers" and, together with the Designated Entity Purchasers, the "Designated Purchasers"), on the terms and subject to the conditions of this Agreement, certain assets and certain liabilities of the Asset Sellers as specified in this Agreement (such purchase, the "Asset Purchase" and, together with the Entity Purchase, the "Purchase"); and

WHEREAS, capitalized terms used and not defined in this Agreement shall have the meaning set forth in Annex A hereto; and

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereby agree as follows:

ARTICLE I

SALE AND TRANSFER OF TRANSFERRED SUBSIDIARY STOCK AND PARTNERSHIP INTERESTS

1.1. Sale and Transfer of Transferred Subsidiary Stock and Partnership Interests. Subject to the satisfaction or waiver of the conditions set forth in this Agreement, at the Closing and as of the Closing Date, ITT shall or shall cause the applicable Entity Sellers (including any persons holding shares in the Transferred Subsidiaries on behalf of the Entity Sellers) to sell,

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assign, transfer, convey and deliver to the applicable Designated Entity Purchasers, and Purchaser shall or shall cause the applicable Designated Entity Purchasers to purchase and acquire, all the Transferred Subsidiary Stock and all the Partnership Interests. In connection therewith, (i) ITT shall or shall cause the applicable Entity Sellers to deliver to the applicable Designated Entity Purchasers (with respect to Transferred Subsidiaries which have issued stock certificates) certificates representing the Transferred Subsidiary Stock, duly endorsed, or accompanied by stock powers duly executed, with all necessary stock transfer stamps attached thereto and canceled, and such other evidence of the Partnership Interests and the Transferred Subsidiary Stock (with respect to Transferred Subsidiaries which have not issued stock certificates), and (ii) the applicable Entity Seller and any nominee therefor and the applicable Designated Entity Purchaser shall execute, deliver and/or file such other assignments, deeds, share transfer forms, endorsements, notarial deeds of transfer or other instruments or documents, duly stamped where necessary, as required by the jurisdiction of organization of each Transferred Subsidiary and all other documents related to the Transferred Subsidiary Stock or the Partnership Interests as Purchaser may reasonably request to effectuate such sale, assignment, transfer, conveyance and delivery. Schedule 1.1 lists the conveyance or transfer documents to be executed, delivered and/or filed at Closing in order to effect each transfer of Transferred Subsidiary Stock or Partnership Interests.

ARTICLE II

SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1. Sale of Assets. Subject to the satisfaction or waiver of the conditions set forth in this Agreement, at the Closing and as of the Closing Date, ITT shall or shall cause the applicable Asset Sellers to sell, assign, transfer, convey and deliver to the applicable Designated Asset Purchasers, and Purchaser shall or shall cause the applicable Designated Asset Purchasers to purchase and acquire, all of the Asset Sellers' right, title and interest in the Purchased Assets.

As of the Closing, risk of loss as to the Purchased Assets shall pass from the Asset Sellers to Purchaser except as may otherwise be provided herein.

2.2. Assumption of Liabilities; Excluded Liabilities. Subject to the satisfaction or waiver of the conditions set forth in this Agreement, at the Closing and as of the Closing Date, Purchaser shall assume and shall agree to pay, perform and discharge when due, all liabilities and obligations of the Asset Sellers relating to the Business or the Purchased Assets other than the Excluded Liabilities (as defined below), whether fixed, absolute, matured, unmatured, accrued or contingent, now existing or arising after the date hereof, including all liabilities and obligations under the Contracts assigned pursuant to Section 2.1 to the extent such Contracts are assigned, including to the extent such liabilities and obligations are unpaid, undelivered or unperformed on the Closing Date (the "Assumed Liabilities"). It is expressly agreed that the Asset Sellers will retain, and neither Purchaser nor any of its Subsidiaries shall assume, the liabilities described in Exhibit E (collectively, the "Excluded Liabilities").

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2.3. Transfer of Purchased Assets and Assumed Liabilities.

(a) The Purchased Assets shall be sold, conveyed, transferred, assigned and delivered, and the Assumed Liabilities shall be assumed, pursuant to transfer and assumption agreements or other instruments in such form as is necessary to effect a conveyance of the Purchased Assets and an assumption of the Assumed Liabilities in the jurisdictions in which such transfers are to be made, and which shall be reasonably satisfactory to Purchaser and ITT, to be executed (upon the terms and subject to the conditions hereof) on the Closing Date by the applicable Asset Seller and the applicable Designated Asset Purchaser, and such other conveyance, transfer and assumption documents as may be required in such jurisdictions to effect the conveyance of all right, title and interest in the applicable Purchased Assets. Schedule 2.3(a) lists the conveyance, transfer and assumption documents to be executed, delivered and/or filed at Closing in connection with the Asset Purchase in each such jurisdiction.

(b) With respect to the French branch of ITT Automotive Europe GmbH & Co. KG ("ITTAE"), (i) as soon as practicable after the date hereof, ITTAE and the applicable Designated Asset Purchaser shall execute the French Implementing Agreements in the forms set forth in Schedule 2.3(b)(i) and (ii) on the Closing Date ITTAE and the applicable Designated Asset Purchaser shall execute the French Implementing Agreements in the forms set forth in Schedule 2.3(b)(ii) in order to effect the transfer of title to the Purchased Assets and the assumption of Assumed Liabilities to which the French Implementing Agreements relate. To the extent of any inconsistency, the terms hereof shall prevail over the terms in the French Implementing Agreements. No Seller or any applicable Designated Purchaser shall bring any claim based on the French Implementing Agreements unless the claim is solely related to perfecting or recording the transfer of title to any applicable Designated Purchaser in the relevant Purchased Assets or the assumption of relevant Assumed Liabilities by the applicable Designated Purchaser in accordance with the terms of this Agreement.

2.4. Required Consents. Notwithstanding anything to the contrary contained in this Agreement, to the extent that the sale, conveyance, transfer, assignment or delivery or attempted sale, conveyance, transfer, assignment or delivery to any Designated Purchaser of any Purchased Asset (including any Contract) or the transfer of any Business Employee is prohibited by any applicable law or would require any governmental or third-party authorizations, approvals, consents or waivers and such authorizations, approvals, consents or waivers shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, conveyance, transfer, assignment or delivery, or an attempted sale, conveyance, transfer, assignment or delivery thereof if any of the foregoing would constitute a breach of applicable law or the rights of any third party; provided, however, that, except to the extent that a condition to closing set forth in Article VII relating to the foregoing shall not be satisfied, the Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account of such required authorization, approval, consent, negative clearance or waiver. Following the Closing, the parties shall use their reasonable best efforts, and shall cooperate with each other, to obtain promptly such authorizations, approvals, consents, negative clearances or waivers; provided, however, that neither ITT nor Purchaser nor any of their respective Affiliates shall be required to pay any consideration therefor or waive any rights in connection therewith, other than filing,

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under any such Disclosed Contract, except where such default or breach would not, individually or in the aggregate, have a Business Material Adverse Effect.

4.9. Litigation. Except as set forth in Schedules 4.9 or 4.10(c), as of the date of this Agreement, there are no actions, suits, proceedings or investigations pending or, to the knowledge of ITT, threatened before any Governmental Authority against any FHS Company or any Asset Seller in respect of the Business which are reasonably likely to result in liability for such FHS Company or Asset Seller that would, individually or in the aggregate, have a Business Material Adverse Effect.

4.10. Intellectual Property Rights.

(a) As of the date of this Agreement, Schedule 4.10(a) contains a list of all the patents, trademark registrations, material unregistered trademarks, copyright registrations, mask work registrations and applications for any of the foregoing included in the Purchased Assets or owned by the FHS Companies (together with all other Intellectual Property included in the Purchased Assets or owned by the FHS Companies the "Transferred Intellectual Property Assets"). The Transferred Intellectual Property Assets are owned by ITT, ITTME or the FHS Companies.

(b) As of the date of this Agreement, Schedule 4.10(b) contains a list of all Contracts (i) involving licenses granted by the Sellers or any FHS Company to any third party with respect to any material Transferred Intellectual Property Assets (except for non-exclusive licenses granted in the ordinary course of business) and (ii) that grant a license for the use of third party Intellectual Property (other than for the use of commercial off-the-shelf personal computer software) to ITT or any Affiliate of ITT in respect of the Business. Such agreements are valid and enforceable, except to the extent that any invalidity or unenforceability of any of the foregoing agreements would not give rise to a Business Material Adverse Effect.

(c) As of the date of this Agreement, except as set forth in Schedule 4.10(c): (i) within the past five years there has been no claim made against any Seller or any FHS Company asserting the invalidity, misuse or unenforceability of any of the Transferred Intellectual Property Asset or challenging any Seller's or any FHS Company's right to the use or ownership of any of such Transferred Intellectual Property Asset; (ii) within the past five years there have not been any charges of infringement or misappropriation of any Intellectual Property of any third party relating to the operation of the Business; and (iii) to the knowledge of ITT, the conduct of the Business as currently conducted does not infringe any Intellectual Property of any third party.

(d) ITT and ITTA have conducted the Business in compliance with the Amended Injunction entered by the court in K-Tube Corporation v. Sterling Stainless Tube et al, No. C-90-1653-JLQ, on April 4, 1995, as modified by the Settlement Agreement Under Seal entered into by K-Tube Corporation, Sterling Stainless Tube Corporation, ITTA and ITT on July 25, 1996 and subsequently approved by the court.

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(e) The Transferred Intellectual Property Assets, the Licensed Intellectual Property and licenses set forth in Schedule 4.10(b) comprise all of the material Intellectual Property rights owned by or, other than in respect of software, licensed to the Sellers or their Affiliates and used in the conduct and operation of the Business as of the date hereof. To the knowledge of ITT, there are no Intellectual Property rights currently used by the Business other than the Transferred Intellectual Property Assets, the Licensed Intellectual Property and the licenses set forth in Schedule 4.10(b).

(f) Neither ITT nor any of its Affiliates owns Intellectual Property which is not owned by an FHS Company or is Purchased Assets and (i) is based on inventions, discoveries, designs or writings made in whole or part by a person who was an employee or independent contractor of the Business or any predecessor thereof at the time of such making or by a group of persons at least some of whom were employees or independent contractors of the Business or any predecessor thereof, at the time of such making or (ii) is or relates to a tradename, trademark or service mark used exclusively in the Business or (iii) was purchased by the Business or any predecessor thereof specifically for the Business.

4.11. Insurance. Schedule 4.11 sets forth the material insurance policies owned or held directly by the FHS Companies or the Asset Sellers relating solely to the Business.

4.12. Tax Matters. Except as set forth in Schedule 4.12:

(a) Each of the FHS Companies has duly filed or will duly file all significant Tax Returns on a timely basis (after giving effect to any valid extension of time in which to make such filings) that it is required to have filed on or before the Closing Date. The Tax Returns are true, correct and complete.

(b) Each of the FHS Companies has paid or will have paid, all material Taxes for all periods or portions thereof ending on or before the Closing, or adequate reserves (in conformity with GAAP applied on a consistent basis and consistent with such entity's past custom and practice) have been established therefor, and the FHS Companies have no material liability for Taxes in excess of the amounts so paid or reserves so established.

(c) No waivers of statute of limitations have been given or requested with respect to the Tax Returns covering any FHS Company with respect to any Taxes payable by it.

(d) No written claim or other written communication has been received from any taxing authority with respect to any FHS Company in a jurisdiction where such FHS Company does not file Tax Returns to the effect that, or inquiring as to whether, such FHS Company is or may be subject to taxation by that jurisdiction.

(e) There are no material liens for Taxes upon the Purchased Assets, other than with respect to Taxes not yet due and payable.

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IN WITNESS WHEREOF, the parties have caused this Stock and Asset Purchase Agreement to be duly executed as of the date first above written.

ITT INDUSTRIES, INC.

By: D Brower

Name: Denise Brower
Title: Attorney-in-Fact

COOPER-STANDARD AUTOMOTIVE INC.

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Stock and Asset Purchase Agreement to be duly executed as of the date first above written.

ITT INDUSTRIES, INC.

By: _____
Name:
Title:

COOPER-STANDARD AUTOMOTIVE, INC.

By: _____
Name:
Title:

EXHIBIT C

Asset Sellers

Asset Seller	Jurisdiction of Incorporation/Organization	Designated Asset Purchaser
ITT Canada	Ontario, Canada	Cooper Standard Automotive Canada Ltd.
ITT Manufacturing Enterprises, Inc. (with respect to certain intellectual property only)	Delaware, United States	Cooper-Standard Automotive Inc.
ITT (with respect to certain intellectual property only)	Indiana, United States	Cooper-Standard Automotive Inc.
ITTAE (with respect to French branch only)	Germany	Cooper Standard Automotive France SAS

EXHIBIT D

Purchased Assets

"Purchased Assets" means all of the assets, properties and rights of the Asset Sellers used or held for use primarily or exclusively in the Business on the Closing Date, other than Excluded Assets, including the following: (a) land and land improvements; (b) buildings and other improvements; (c) machinery and equipment and other tangible personal property; (d) furniture and fixtures; (e) inventory, including finished goods, work in process, supplies, parts, containers, recycled materials and raw materials; (f) accounts receivable; (g) pre-paid expenses and deposits; (h) to the extent transferable, Contracts; (i) customer lists and business records; (j) Intellectual Property owned by an Asset Seller which (i) is based on inventions, discoveries, designs or writings made in whole or part by a person who was an employee or independent contractor of the Business or any predecessor thereof at the time of such making or by a group of persons at least some of whom were employees or independent contractors of the Business or any predecessor thereof, at the time of such making or (ii) is or relates to a tradename, trademark or service mark used exclusively in the Business or (iii) was purchased by the Business or any predecessor thereof specifically for the Business; (k) goodwill; (l) sales literature, promotional literature, and other selling and advertising material and lists of customers and suppliers; (m) books, records, ledgers and other documents (or copies thereof whether on paper, computer disk, tape or other storage media); (n) to the extent transferable, third-party warranties and guarantees; (o) to the extent transferable, franchises, approvals, permits, licenses, orders, registrations, certificates, variances, tax abatements and other similar permits or rights; and (p) all prepaid assets.

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Schedule 4.10(a)

Unregistered Trademarks

Mark	Country	Serial No.	Owner
NYPERM	US		ITT Automotive, Inc.
HPS	US		ITT Automotive, Inc.
HPS™	US		ITT Automotive, Inc.
HYDROLOGIC	US	78/659,524	ITT Industries, Inc.
HYDROLOGIC™	US		ITT Automotive, Inc.
hydrolock™	US		ITT Automotive, Inc.
POSIBOND	US	78/372,663	ITT Industries, Inc.
POSIBOND™ Fuel System Connectors	US		ITT Automotive, Inc.
QuickConnect	US		ITT Automotive, Inc.
PROCOAT-2000	US		ITT Automotive, Inc.

Schedule 4.10(a)

Registered Trademarks

Mark	Country	Registration No.	Owner
FULTON-ROHR	Germany	39,526,181	ITT Fluid Handling Systems GmbH & Co. KG
LOPERM	US	1,912,418	ITT Industries, Inc.
NYCLAD	US	2,643,771	ITT Industries, Inc.
POSI-LOCK	US	2,845,366	ITT Industries, Inc.
POSI-LOCK	CA	608,055	ITT Industries, Inc.
HYDROLOCK	US	2,849,244	ITT Automotive, Inc.
NYCLAD	CA	568,970	ITT Industries, Inc.
FUSIONBRAZED	CA	373,047	ITT Automotive, Inc.
FUSIONWELD	CA	373,046	ITT Automotive, Inc.
BAYLOCK	CA	397,240	ITT Automotive, Inc.