

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper-Standard Automotive Inc.		03/18/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2845366	POSI-LOCK	
Registration Number:	1912518	LOPERM	
Registration Number:	3103890	HYDROLOGIC	
Registration Number:	2849244	HYDROLOCK	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0361		
NAME OF SUBMITTER:	Matthew Bart		

CH \$115.00 2845366

Signature:	/Matthew Bart/
Date:	03/18/2009
Total Attachments: 5 source=Additional IP TM grant#page1.tif source=Additional IP TM grant#page2.tif source=Additional IP TM grant#page3.tif source=Additional IP TM grant#page4.tif source=Additional IP TM grant#page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS GRANT of Security Interest, dated as of March 18, 2009 is made by Cooper-Standard Automotive Inc. (the "Grantor") with principal offices at 39550 Orchard Hill Place Drive, Novi, MI 48375, in favor of Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"). Unless otherwise defined herein, terms used in this Grant, have the meanings provided or provided by reference to the Credit Agreement and the U.S. Security Agreement.

WHEREAS in connection with the Credit Agreement, dated as of December 23, 2004, (as amended, supplemented or otherwise modified from time to time) Cooper-Standard Holdings Inc., a Delaware corporation (f/k/a CSA Acquisition Corp.), Cooper-Standard Automotive Inc., an Ohio corporation, Cooper-Standard Automotive Canada Limited, a corporation organized under the laws of Ontario, Cooper-Standard Automotive International Holdings B.V. (f/k/a Steffens Beheer BV), a company incorporated under the laws of The Netherlands, various Lenders, the Grantee, as Administrative Agent, the Grantor has executed and delivered an Amended and Restated U.S. Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 31, 2007 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement") in favor of the Grantee for the benefit of the Secured Creditors.

WHEREAS pursuant to the U.S. Security Agreement, Grantor granted to the Grantee for the benefit of the Secured Creditors a continuing security interest in certain personal property and fixtures of Grantor including the Marks.

NOW THEREFOR FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants a continuing security interest in (i) all Marks set forth on Schedule A attached hereto, (ii) all Proceeds and products of

the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, to the Collateral Agent for the benefit of the Collateral Agent and the Secured Creditors to secure payment and performance of its Obligations.

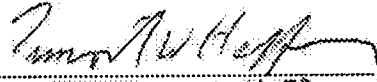
This Grant has been executed by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

This Grant may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
18th day of March, 2009.

COOPER-STANDARD AUTOMOTIVE INC.,
Grantor

By 
Name: Timothy W. Hefferon
Title: Vice President, General Counsel & Secretary

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name:
Title:

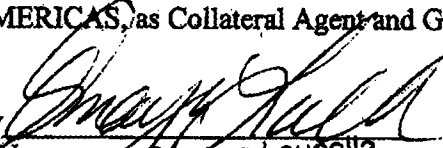
By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
18th day of March, 2009.

COOPER-STANDARD AUTOMOTIVE INC.,
Grantor

By _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By 
Name: Omayra Laucella
Title: Vice President

By 
Name: Erin Morrissey
Title: Vice President

SCHEDULE A

Trademark	Reg. No.	Filing Date
POSI-LOCK	2,845,366	05-25-2004
LOPERM	1,912,518	08-15-1995
HYDROLOGIC	3,103,890	06-13-2006
HYDROLOCK	2,849,244	04-02-2002