

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper- Standard Automotive Inc.		04/04/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as collateral agent		
Street Address:	60 Wall St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3959685	PLASTICOOL	
Registration Number:	3211869	DECOSEAL	
Registration Number:	3894728	SAFE SEAL	
Registration Number:	904899	MINITRIM	
Registration Number:	3291497	POSIBOND	
Registration Number:	2849244	HYDROLOCK	
Registration Number:	2845366	POSI-LOCK	
Registration Number:	1912518	LOPERM	
Serial Number:	86021852	ULTRA PROCOAT	
Serial Number:	86021851	PROCOAT	
Serial Number:	86021848	ULTRA NYCLAD	
Serial Number:	86021847	NYCLAD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
			TRADEMARK

OP \$315.00 3959685

Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters /
DATE SIGNED:	04/04/2014
Total Attachments: 6 source=13 - Trademark Security Agreement (CSA Inc.)#page1.tif source=13 - Trademark Security Agreement (CSA Inc.)#page2.tif source=13 - Trademark Security Agreement (CSA Inc.)#page3.tif source=13 - Trademark Security Agreement (CSA Inc.)#page4.tif source=13 - Trademark Security Agreement (CSA Inc.)#page5.tif source=13 - Trademark Security Agreement (CSA Inc.)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated April 4, 2014, is made by the Persons listed on the signature pages hereof (the “**Pledgor**”) in favor of Deutsche Bank AG New York Branch, as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CS INTERMEDIATE HOLDCO 2 LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of April 4, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Guarantors party thereto, Deutsche Bank AG New York Branch, as the Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, the Pledgor has executed and delivered that certain Pledge and Security Agreement dated April 4, 2014 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows

Grant of Security. The Pledgor, as security for the Secured Obligations, hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Pledgor’s right, title and interest in and to the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”), (the “**Collateral**”):

Purpose. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of a security interest herein with the United States Trademark Office.

Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

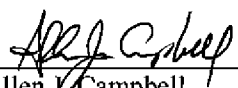
Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COOPER-STANDARD AUTOMOTIVE INC.

By: 
Name: Allen J. Campbell
Title: Executive Vice President &
Chief Financial Officer

[Signature Page to Term Loan Trademark Security Agreement]

**TRADEMARK
REEL: 005251 FRAME: 0919**

DEUTSCHE BANK AG NEW YORK BRANCH,
as the Collateral Agent

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: Kirk L. Tashjian
Name: Kirk L. Tashjian
Title: Vice President

Schedule A

Trademarks and trademark applications owned by Cooper-Standard Automotive Inc.

Title	App. No./ Reg. No.
ULTRA PROCOAT	86/021852
PROCOAT	86/021851
ULTRA NYCLAD	86/021848
NYCLAD	86/021847
PLASTICOOL	3959685
DECOSEAL	3211869
SAFE SEAL	3894728
MINITRIM	904899
POSIBOND	3291497
HYDROLOCK	2849244
POSI-LOCK	2845366
LOPERM	1912518