

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COOPER STANDARD AUTOMOTIVE INC.		04/04/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	135 S. LASALLE ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	86021852	ULTRA PROCOAT
Serial Number:	86021851	PROCOAT
Serial Number:	86021848	ULTRA NYCLAD
Serial Number:	86021847	NYCLAD
Registration Number:	3959685	PLASTICOOL
Registration Number:	3211869	DECOSEAL
Registration Number:	3894728	SAFE SEAL
Registration Number:	0904899	MINITRIM
Registration Number:	3291497	POSIBOND
Registration Number:	2849244	HYDROLOCK
Registration Number:	2845366	POSI-LOCK
Registration Number:	1912518	LOPERM

CORRESPONDENCE DATA

Fax Number: 2022825100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-282-5202

Email: eanderson@winston.com

Correspondent Name: WINSTON & STRAWN LLP

Address Line 1: 1700 K STREET, N.W.

TRADEMARK

Address Line 2: ALLAN A. FANUCCI
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20008-3817

ATTORNEY DOCKET NUMBER:	1740-231
NAME OF SUBMITTER:	ALLAN A. FANUCCI
SIGNATURE:	/Allan A. Fanucci/
DATE SIGNED:	04/04/2014

Total Attachments: 4
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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 Bank of America, N.A., as Agent (together with its permitted successors in such capacity the “*Agent*”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, CS INTERMEDIATE HOLDCO 1 LLC (“*Holdings*”), the U.S. Subsidiaries of Holdings party thereto as Grantors, certain other Subsidiaries of Holdings, and the lenders party thereto from time to time, have entered into that certain Second Amended and Restated Loan Agreement, dated as of April 4, 2014 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “*Loan Agreement*”) in favor of Bank of America, N.A., as the Agent for the Secured Parties.. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Loan Agreement, the Pledgor has executed and delivered that certain Pledge and Security Agreement dated April 4, 2014 made by the Pledgors to the 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 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 hereby grants to the 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 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, each 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

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
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