

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM317983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STONERIDGE, INC.		09/12/2014	CORPORATION: OHIO
STONERIDGE ELECTRONICS, INC.		09/12/2014	CORPORATION: TEXAS
STONERIDGE CONTROL DEVICES, INC.		09/12/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PNC BANK		
Street Address:	1900 East Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2331113	STONERIDGE	
Registration Number:	2328114	S	
Registration Number:	2324833	S	
Registration Number:	2308719	POLLAK	
Registration Number:	3483362		
Serial Number:	86273335	SENPLEX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2164798386		
Email:	rebecca.gallagher@squiresanders.com		
Correspondent Name:	Steven M. Auvil		
Address Line 1:	127 Public Square		
Address Line 2:	4900 Key Tower		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	023961-00041		

TRADEMARK

NAME OF SUBMITTER:	Steven M. Auvil
SIGNATURE:	/Steven M. Auvil/
DATE SIGNED:	09/24/2014
Total Attachments: 8 source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page1.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page2.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page3.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page4.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page5.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page6.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page7.tif source=AMENDED_AND_RESTATED_TRADEMARK_SECURITY_AGREEMENT_(Execution_Version)#page8.tif	

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 12, 2014, by STONERIDGE, INC., an Ohio corporation, STONERIDGE ELECTRONICS, INC., a Texas corporation, STONERIDGE CONTROL DEVICES, INC., a Massachusetts corporation, and the other Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, having an office at 1900 East Ninth Street, Cleveland, Ohio 44114 ("PNC"), as Agent (as hereinafter defined).

RECITALS

A. The Grantors are the owners of certain Trademark Collateral (as defined below).

B. The Grantors, as Loan Parties, have entered into (i) that certain Third Amended and Restated Credit Agreement dated as of September 12, 2014 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantors and each other borrower or guarantor party thereto from time to time, various financial institutions party thereto as the Lenders, and PNC, as Issuing Lender, administrative agent and collateral agent (the "Agent") and (ii) that certain Pledge and Security Agreement, dated as of September 12, 2014 (as from time to time amended, modified or supplemented, the "Security Agreement"), by the Grantors in favor of the Agent. Pursuant to the Credit Agreement, the Lenders and the Issuing Lender will make certain advances and other financial accommodations available to the Grantors and the other Loan Parties.

C. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement or Security Agreement, as appropriate. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the New York Uniform Commercial Code (the "UCC") are used herein as defined therein.

D. The Grantors have agreed to grant to the Agent, for the benefit of itself, the Lenders, the Issuing Lender and certain other creditors (the "Secured Creditors"), a security interest in all of their right, title and interest in and to the Trademark Collateral as collateral security for the Obligations.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, each Grantor hereby:

1. Grants to the Agent for the benefit of the Secured Creditors, as security for the Obligations, a security interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by such Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all domestic and foreign trademarks, service

marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the Trademarks, and all damages and payments therefor; and (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the Trademarks, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by such Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of each Grantor's Trademark registrations and applications in existence as of the date hereof.

(b) Each Grantor owns all Trademark Collateral material to and necessary for the operation of such Grantor's business ("Material Trademarks") identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Material Trademarks, including Material Trademarks owned by any third party.

(c) All Trademarks are free from any Lien except for Permitted Liens and free of any restrictions which could reasonably be expected to cause a Material Adverse Change.

(d) No Grantor has, as of the date hereof, granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Material Trademarks.

(e) All of the registered Material Trademarks are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No Material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and, to each Grantor's best knowledge, none of the Material Trademarks is infringed or has been challenged or threatened in any way.

(g) Each Grantor has taken all commercially reasonable necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the

provision of all services provided under or in connection with any Material Trademark and have taken all commercially reasonable steps necessary to ensure that all licensed users of any such Material Trademark adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by each Grantor of the security interest granted hereby, for the pledge by such Grantor of the Material Trademarks pursuant hereto, or for the execution, delivery or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States Trademark registration and application among the Material Trademarks, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Material Trademarks pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States Trademark registration and application.

4. Covenants as follows:

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Material Trademarks.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new Trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such Trademark registration or application, will automatically become part of the Trademark Collateral. Each Grantor further agrees that it shall deliver to the Agent a written report, in reasonable detail, upon the Agent's request, setting forth each new Trademark application or registration that such Grantor has filed, acquired, created or otherwise obtained since the previous report. Each

Grantor authorizes the Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Agent in effecting any such amendment) to include any Trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each Material Trademark application or registration set forth in Exhibit A hereto, each Grantor agrees to take all necessary or desirable steps based upon such Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such Material Trademark registration, and (ii) pursue each such Material Trademark application, now or hereafter included in the Material Trademarks, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired Material Trademark to which it now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any Trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of such Grantor's reasonable business judgment.

(f) Each Grantor shall take all steps which it deems appropriate in its reasonable business judgment to preserve and protect all Material Trademarks, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such Material Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all commercially reasonable steps necessary to ensure that all licensed users of any such Material Trademarks use such consistent standards of quality.

(g) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any Material Trademark has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any Material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any Material Trademark.

(h) In the event that any Grantor makes a determination that any Material Trademark has been infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and will take such actions as such Grantor in its reasonable business judgment deems appropriate under the circumstances to protect such Material Trademark, including, if so determined in the reasonable business judgment of such Grantor, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(i) No Grantor shall (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Agent or as otherwise permitted by the Loan

Documents or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Loan Documents.


5. This Agreement amends and restates in its entirety the Amended and Restated Trademark Security Agreement, dated as of December 1, 2011, which amended and restated in its entirety the Trademark Security Agreement, dated as October 4, 2010, among the Grantors and the Agent. All references to the "Trademark Security Agreement" or words of like import in any document, instrument or agreement executed and delivered in connection with the Credit Agreement (as defined therein), to the extent not amended, superceded or restated in connection with the execution and delivery of the Credit Agreement on the date hereof, shall be deemed to refer, without further amendment, to this Agreement as this Agreement may be further amended, modified or extended.

6. Notwithstanding anything herein to the contrary, the liens and security interests granted to PNC Bank, National Association, as the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 4, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Agent, as ABL Agent, The Bank of New York Mellon Trust Company, N.A., as Notes Agent, and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

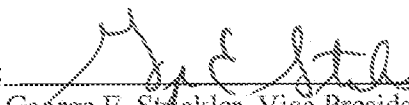
STONERIDGE, INC.

By: 
George E. Strickler, Executive Vice President,
Chief Financial Officer and Treasurer

STONERIDGE ELECTRONICS, INC.

By: 
George E. Strickler, Vice President and
Treasurer

STONERIDGE CONTROL DEVICES, INC.

By: 
George E. Strickler, Vice President and
Treasurer

Signature Page to Amended and Restated Trademark Security Agreement

EXHIBIT A

Trademarks, Trade Name and Service Marks:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
STONERIDGE	US	2,331,113	Stoneridge, Inc.
S LOGO	US	2,328,114	Stoneridge, Inc.
S LOGO	US	2,324,833	Stoneridge, Inc.
POLLAK	US	2,308,719	Stoneridge Control Devices, Inc.
Design	US	3483362	Stoneridge Control Devices, Inc.

Trademark Applications:

<u>Application Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Applicant</u>
SENPLEX	US	86273335	Stoneridge Control Devices, Inc.