

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stoneridge, Inc.		06/05/2019	Corporation:
Stoneridge Electronics, Inc.		06/05/2019	Corporation:
Stoneridge Control Devices, Inc.		06/05/2019	Corporation:
Stoneridge Aftermarket, Inc.		06/05/2019	Corporation:
ORLACO, Inc.		06/05/2019	Corporation:
SRI Holdings US LLC		06/05/2019	Limited Liability Company:
SRI Delaware Holdings LLC		06/05/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PNC Bank National Association		
Street Address:	1900 East Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88251594	STONERIDGE	
Registration Number:	2331113	STONERIDGE	
Registration Number:	2324833	S	
Registration Number:	2328114	S	
Serial Number:	88256952	S	
Registration Number:	5331109	STONERIDGE EZ-ELD	
Registration Number:	5703393	EZ-ELD	
Registration Number:	5757922	MIRROREYE	
Serial Number:	88136328	SCAN AND DRIVE	
Registration Number:	3483362		
CORRESPONDENCE DATA			
Fax Number:	2164798780		

TRADEMARK

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.

Phone: 2164798452
Email: theresa.rakocy@squirepb.com
Correspondent Name: Theresa Rakocy
Address Line 1: 127 Public Square, Suite 4900 Key Tower
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER:	Theresa Rakocy
SIGNATURE:	/Theresa Rakocy/
DATE SIGNED:	06/12/2019

Total Attachments: 6

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of June 5, 2019, by STONERIDGE, INC., an Ohio corporation, STONERIDGE ELECTRONICS, INC., a Texas corporation, STONERIDGE CONTROL DEVICES, INC., a Massachusetts corporation, STONERIDGE AFTERMARKET, INC., an Ohio corporation, ORLACO INC. a Delaware corporation, SRI HOLDINGS US LLC, a Delaware limited liability company, SRI DELAWARE HOLDINGS LLC, a Delaware limited liability company, 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 Trademarks (as defined below).

B. The Grantors, as Loan Parties, have entered into (i) that certain Fourth Amended and Restated Credit Agreement dated as of June 5, 2019 (as from time to time amended, restated, 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 from time to time as the Lenders, and PNC, as Issuing Lender, administrative agent and collateral agent (the “Agent”) and (ii) that certain Amended and Restated Pledge and Security Agreement, dated as of June 5, 2019 (as from time to time amended, restated, 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, and certain other Secured Parties, a security interest in all of their right, title and interest in and to the Trademarks as collateral security for the Obligations.

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

1. Grant of Security Interest in Trademarks. Grants to the Agent for the benefit of the Secured Parties, 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 “Trademarks”): (a)

all trademarks (including service marks), trade names, trade dress, trade styles, brand names, corporate names, business names, domain names, logos and other source or business identifiers and the registrations and applications for registration thereof, all common-law rights related thereto, and the goodwill of the business symbolized by the foregoing, (b) all renewals of the foregoing, (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (e) all rights corresponding to any of the foregoing throughout the world.

Set forth on 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. Each Grantor authorizes the Agent, should such Grantor obtain an ownership interest in any new Trademark which is not now scheduled on Exhibit A as a part of the Trademarks, at the expense of such Grantor, 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 Trademarks.


2. Recordation. 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security agreement shall control.
4. Termination; Release.
 - a. This Agreement shall terminate upon the termination of the Security Agreement in accordance with its terms.
 - b. Grantors shall be released from their obligations hereunder and the security interests created hereunder in the Trademarks of Grantors shall be released as and to the extent set forth in Section 8.14 of the Security Agreement.
 - c. At the request and sole expense of any Grantor, in connection with any termination or release pursuant to this Section 4(a) or (b), the Agent shall promptly execute, acknowledge and deliver to Grantors an instrument in writing, provided to it, in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Agreement and shall perform such other actions reasonably requested by such Grantor to effect such release.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
7. Amendment and Restatement. This Agreement amends and restates in its entirety the Amended and Restated Trademark Security Agreement, dated as of September 12, 2014, which amended and restated 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 of 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, superseded 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.


[Signatures Follow on Next Page]

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

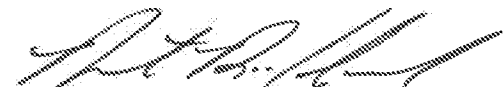
STONERIDGE, INC.

By: 
Name: Robert R. Krakowiak
Title: Executive Vice President, Chief Financial
Officer & Treasurer

STONERIDGE ELECTRONICS, INC.

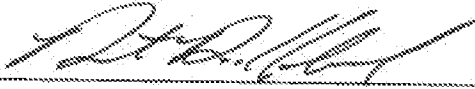
By: 
Name: Robert R. Krakowiak
Title: Vice President & Treasurer

STONERIDGE CONTROL DEVICES, INC.

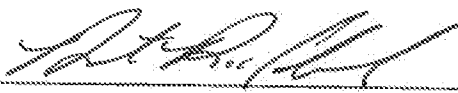
By: 
Name: Robert R. Krakowiak
Title: Vice President & Treasurer

GUARANTORS:

STONERIDGE AFTERMARKET, INC.


By: 
Name: Robert R. Krakowiak
Title: Vice President & Treasurer

ORLACO INC.

By: 
Name: Robert R. Krakowiak
Title: Treasurer

SRI HOLDINGS US LLC

By: Stoneridge, Inc., its sole member

By: 
Name: Robert R. Krakowiak
Title: Executive Vice President, Chief Financial
Officer & Treasurer

SRI DELAWARE HOLDINGS, LLC

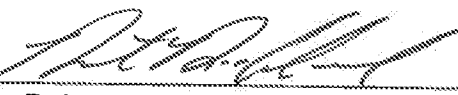



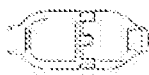
By: 
Name: Robert R. Krakowiak
Title: Vice President

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Owner</u>
STONERIDGE	US	Registered	75513413	2331113	Stoneridge, Inc.
STONERIDGE	US	Pending	88251594	n/a	Stoneridge, Inc.
	US	Registered	75371490	2324833	Stoneridge, Inc.
	US	Registered	75516424	2328114	Stoneridge, Inc.
	US	Pending	88256952	n/a	Stoneridge, Inc.
STONERIDGE EZ-ELD	US	Registered	87189955	5331109	Stoneridge, Inc.
EZ-ELD	US	Registered	88136424	5703393	Stoneridge, Inc.
MIRROREYE	US	Registered	86701162	5757922	Stoneridge, Inc.
SCAN AND DRIVE	US	Pending	88136328	n/a	Stoneridge, Inc.
	US	Registered	77220584	3483362	Stoneridge Control Devices, Inc.