

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lauren International, Ltd		08/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Lauren Manufacturing, LLC		
Street Address:	2228 Reiser Ave		
City:	New Philadelphia		
State/Country:	OHIO		
Postal Code:	44663		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2073633	FLUOROLAST WB	
Registration Number:	5228262	FLUOROLAST	
Registration Number:	5227174	L LAUREN MANUFACTURING	
Registration Number:	4494545	L LAUREN MANUFACTURING	
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:	248 596 6064		
Email:	denise.balog@cooperstandard.com		
Correspondent Name:	Denise Balog		
Address Line 1:	40300 Traditions		
Address Line 4:	Northville, MICHIGAN 48168		
NAME OF SUBMITTER:	Denise Balog		
SIGNATURE:	/Denise Balog/		
DATE SIGNED:	04/30/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of August 1, 2018 (the "Effective Date") by and between Lauren International, Ltd., an Ohio limited liability company ("Assignor"), and Lauren Manufacturing, LLC, an Ohio limited liability company ("Assignee"). Assignor and Assignee also may be referred to herein individually as a "party" and collectively as the "parties." Capitalized terms used and not defined herein will have the same meaning as ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

- A. Assignor, Assignee, Lauren Acquisition Company, LLC ("Lauren Acquisition"), Lauren Plastics, LLC ("Lauren Plastics," and together with Assignee and Lauren Acquisition, the "Lauren Companies"), and Cooper-Standard Automotive Inc. ("Buyer") are parties to that Equity Purchase Agreement, dated as of July 3, 2018 (the "Purchase Agreement");
- B. Assignor holds certain Intellectual Property rights used by the Acquired Business; and
- C. the Purchase Agreement provides that, in connection with the consummation of the transactions contemplated thereby, Assignor and Assignee will enter into this Agreement pursuant to which Assignor will assign its right, title, and interest in all such Intellectual Property to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. Assignment. Assignor agrees to assign, transfer, convey, deliver, and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers, and sets over to Assignee, and its successors, assigns, and other legal representatives, all of Assignor's right, title, and interest in and to the Intellectual Property (as defined in the Purchase Agreement) set forth on Schedule 6.18(a) to the Purchase Agreement (the "Transferred Intellectual Property") which has, for convenience only, been attached hereto as Appendix 1, together with the goodwill of the Acquired Business associated therewith, any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing, and any Transferred Intellectual Property that may be registered upon or issue from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, rights of action, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future misappropriation, infringement, or other unauthorized use of the Transferred Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. Authorization. Assignor authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office, and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to register or issue any and all Transferred Intellectual Property thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.
- 3. Further Assurances. Assignor will provide to Assignee, its successors, assigns, or other legal representatives reasonable cooperation and assistance at Assignee's request (including, without

limitation, the execution and delivery of any affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings, or equivalent to any of the foregoing for any of the Transferred Intellectual Property; (b) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation, or other proceedings that may arise in connection with any of the Transferred Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (c) obtaining any additional protection for any of the Transferred Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection, and/or recording of this Agreement in the United States and any and all applicable foreign jurisdictions.


4. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Ohio (regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies. Each party hereby irrevocably agrees that any Legal Dispute shall be brought only to the exclusive jurisdiction of the courts of the State of Ohio or the federal courts located in the State of Ohio, and each party hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any Action and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action that is brought in any such court has been brought in an inconvenient forum. During the period a Legal Dispute that is filed in accordance with this Section 4 is pending before a court, all Actions with respect to such Legal Dispute or any other Legal Dispute, including any counterclaim, cross-claim or interpleader, shall be subject to the exclusive jurisdiction of such court. Each party hereby waives, and shall not assert as a defense in any Legal Dispute, that (a) such party is not subject thereto, (b) such Action may not be brought or is not maintainable in such court, (c) such party's property is exempt or immune from execution, (d) such Action is brought in an inconvenient forum, or (e) the venue of such Action is improper. A final judgment in any Action described in this Section 4 following the expiration of any period permitted for appeal and subject to any stay during appeal shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Laws.
5. Conflicts; Waivers. This Agreement is governed by and subject in all respects to the Purchase Agreement, and in the event that the terms of this Agreement conflict with the terms of the Purchase Agreement, the Purchase Agreement will govern. No waiver, modification, or change of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification, or change is sought to be enforced.
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the parties has executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date.


ASSIGNOR:

LAUREN INTERNATIONAL, LTD.

By: 
Name: Kevin E. Gray
Title: President

ASSIGNEE:

LAUREN MANUFACTURING, LLC

By: 
Name: Lisa Huntsman
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

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Appendix 1

See attached.

NAI- 1504091512v1

Schedule 6.18(a)
Assigned Intellectual Property

Trademarks

FLUOROLAST WB	US Trademark No. 2,073,633
L LAUREN MANUFACTURING –logo	US Trademark No. 5,227,174
FLUOROLAST	US Trademark No. 5,228,262
L LAUREN MANUFACTURING – logo old	US Trademark No. 4,494,545
FLUOROLAST	CA Trademark No. TMA550168
FLUOROLAST	EC Trademark No. 1,341,874

Patents

US Patent	6,133,373	(Water-borne Fluoroelastomer coatings and cured films therefrom)
US Patent	6,355,305	(Water-borne Fluoroelastomer coatings and cured films therefrom)
CA Patent	2,283,424	(Water-borne Fluoroelastomer coatings and cured films therefrom)

Lauren Company internet domains, websites, URLs

Domain, Websites, URL	Registrar
Lauren.com	Network Solutions
andon.lauren.com	
webmail.lauren.com	
mail.lauren.com	
sslvpn.lauren.com	
biggestloser.lauren.com	
autodiscover.lauren.com	
laurenedi.lauren.com	
portal.lauren.com	
eplanner.lauren.com	
reps.lauren.com	
www.lauren.com	
pay.lauren.com	
info.lauren.com	
blog.lauren.com	
synergy.lauren.com	

customers.lauren.com
esynergy.lauren.com

customers.laurenmanufacturing.com
laurenmanufacturing.com
www.laurenmanufacturing.com
portal.laurenmanufacturing.com
alloyextrusion.com
www.alloyextrusion.com

fluorolast.com
www.fluorolast.com

laurenideaseal.com
laurensmartsolutions.com
laurenportal.com
laurenplastics.com

Network Solutions

GoDaddy.com

Network Solutions

Network Solutions

Network Solutions

Network Solutions