

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COOPER-STANDARD AUTOMOTIVE INC.		05/29/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	535 GRISWOLD STREET, SUITE 550		
Internal Address:	GLOBAL CORPORATE SERVICES		
City:	DETROIT		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5307518	FORTREX	
Registration Number:	1912518	LOPERM	
Registration Number:	4881984	NYCLAD	
Registration Number:	3959685	PLASTICOOL	
Registration Number:	4927884	PROCOAT	
Registration Number:	4927883	ULTRA NYCLAD	
Registration Number:	4877957	ULTRA PROCOAT	
Registration Number:	6053548	MAGALLOY	
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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049268-0303		

OP \$215.00 5307518

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/29/2020
Total Attachments: 6 source=CPS - Trademark Security Agreement Executed#page1.tif source=CPS - Trademark Security Agreement Executed#page2.tif source=CPS - Trademark Security Agreement Executed#page3.tif source=CPS - Trademark Security Agreement Executed#page4.tif source=CPS - Trademark Security Agreement Executed#page5.tif source=CPS - Trademark Security Agreement Executed#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 May 29, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of U.S. Bank National Association, as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Indenture referred to below).

WHEREAS, COOPER-STANDARD AUTOMOTIVE INC., an Ohio corporation, has entered into an Indenture dated as of May 29, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), with the Guarantors party thereto and U.S. Bank National Association, as the Trustee and Collateral Agent. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, in order to secure the due and punctual payment of the Obligations (as defined in the Security Agreement), each Pledgor has executed and delivered that certain Pledge and Security Agreement dated May 29, 2020 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 Pledgors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have 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, each Pledgor agrees as follows

Grant of Security. Each Pledgor, as security for the Secured Obligations (as defined in the Security Agreement), hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such 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. Each 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. Each 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, 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: Jonathan P. Banas

Title: Executive Vice President
and Chief Financial Officer

COOPER-STANDARD INDUSTRIAL AND
SPECIAL TY GROUP, LLC (f/k/a Lauren
Manufacturing, LLC)

By: _____

Name: James Zabriskie

Title: Treasurer

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.

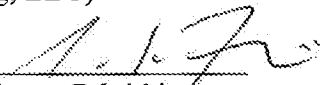
COOPER STANDARD AUTOMOTIVE INC.

By:

Name: Jonathan P. Banas
Title: Executive Vice President
and Chief Financial Officer

COOPER-ST AND ARD INDUSTRIAL AND
SPECIALTY GROUP, LLC (f/k/a Lauren
Manufacturing, LLC)

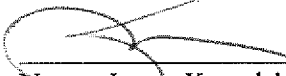
By:


Name: James Zabriskie
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006948 FRAME: 0527

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By:  _____
Name: James Kowalski
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006948 FRAME: 0528

SCHEDULE A

The following trademarks/trademark applications are owned by Cooper-Standard Industrial and Specialty Group, LLC

Title	App. No./Reg. No.
FLUOROLAST	5228262
FLUOROLAST WB	2073633
IDEA	3785569
L LAUREN MANUFACTURING LOGO	5227174
L LAUREN MANUFACTURING LOGO	4494545
LAUREN EZ SEAL	4019768

The following trademarks/trademark applications are owned by Cooper-Standard Automotive Inc.

Title	App. No./Reg. No.
FORTREX	5307518
LOPERM	1912518
MAGALLOY	86/891,307
NYCLAD	4881984
PLASTICOOL	3959685
PROCOAT	4927884
ULTRA NYCLAD	4927883
ULTRA PROCOAT	4877957