

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper-Standard Automotive Inc.		05/29/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5307518	FORTREX	
Registration Number:	6053548	MAGALLOY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	05/29/2020		
Total Attachments: 6			
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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 May 29, 2020, is made by Cooper-Standard Automotive Inc., an Ohio corporation (the “**Pledgor**”) in favor of Deutsche Bank AG New York Branch, as Collateral Agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, CS Intermediate Holdco 1 LLC and the Pledgor entered into a Credit Agreement dated as of April 4, 2014 (as amended and restated by Amendment No. 1, dated as of November 2, 2016, as amended by Amendment No. 2, dated as of May 2, 2017, as amended by Amendment No. 3, dated as of March 6, 2018, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Guarantors party thereto, Deutsche Bank AG New York Branch, as the Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, the Pledgor has executed and delivered that certain Pledge and Security Agreement dated April 4, 2014 made by the Pledgor and the other grantors party thereto 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 Pledgor has granted to the Collateral 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, as security for the Secured Obligations, hereby grants to the Collateral 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. Additionally, this Trademark Security Agreement may be executed by electronic or facsimile signatures that are delivered electronically through “pdf” or similar image files.

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 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.

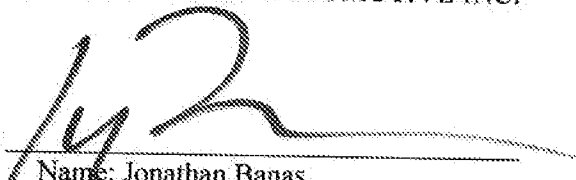
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature pages to follow]

IN WITNESS WHEREOF, the 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.

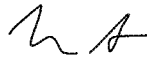
By



Name: Jonathan Banas

Title: Executive Vice President & Chief
Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Michael Strobel
Vice President
Title: michael-p.strobel@db.com
212-250-0939

By: 
Name: Philip Tancorra
Vice President
Title: philip.tancorra@db.com
212-250-6576

Schedule A

Trademarks owned by Cooper-Standard Automotive Inc.

No.	Trademark	Database	Status	Application Number Application Date	Registration Number Registration Date	Owner
1	FORTREX	U.S. Federal	Registered	86983024 7/21/2014	5307518 10/10/2017	Cooper-Standard Automotive Inc.
2	MAGALLOY	U.S. Federal	Registered	86891307 1/29/2016	6053548 5/12/2020	Cooper-Standard Automotive Inc.

TRADEMARK

REEL: 006948 FRAME: 0648

RECORDED: 05/29/2020