

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787100

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement (3rd Lien)
RESUBMIT DOCUMENT ID:	900746783

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COOPER-STANDARD AUTOMOTIVE INC.		01/27/2023	Corporation: OHIO
COOPER-STANDARD INDUSTRIAL AND SPECIALTY GROUP, LLC		01/27/2023	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	535 Griswold Street
Internal Address:	Suite 550, Attn: Global Corporate Trust Services
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	5228262	FLUOROLAST
Registration Number:	2073633	FLUOROLAST WB
Registration Number:	3785569	IDEA
Registration Number:	5227174	L LAUREN MANUFACTURING
Registration Number:	3959685	PLASTICOOL
Registration Number:	5307518	FORTREX
Registration Number:	6091190	ARMORHOSE
Registration Number:	6053548	MAGALLOY
Registration Number:	4881984	NYCLAD
Registration Number:	1912518	LOPERM
Registration Number:	6809158	EASY-LOCK
Registration Number:	6583784	POSI-LOCK
Registration Number:	6913812	ERGO-LOCK
Registration Number:	6939347	I3 IMAGINE INITIATE INNOVATE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88093815	FORTREX
Serial Number:	88760285	TUROS
Serial Number:	90365658	LIVELINE TECHNOLOGIES
Serial Number:	90761867	FLUSHSEAL
Serial Number:	97010393	
Serial Number:	97010416	FORTREX
Serial Number:	97017146	CS
Serial Number:	97017132	CS COOPERSTANDARD
Serial Number:	97017227	CS COOPER STANDARD
Serial Number:	97021566	TEX-A-FIB
Serial Number:	97405197	LIVELINE TECHNOLOGIES
Serial Number:	97507433	COOPER STANDARD
Serial Number:	97764432	ECO-SNAP

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 001508/0016

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 02/15/2023

Total Attachments: 8

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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 January 27, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of U.S. Bank Trust Company, National Association, as collateral agent (together with its permitted successors and/or assigns in such capacity the “*Collateral Agent*”) for the Holders (as defined in the Indenture referred to below).

W I T N E S S E T H:

WHEREAS, COOPER-STANDARD AUTOMOTIVE INC., an Ohio Corporation, has entered into an Indenture, dated as of January 27, 2023 (as amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “*Indenture*”), with the Guarantors party thereto and U.S. Bank Trust Company, 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 consideration of the extensions of credit under the Indenture and the Notes, each Grantor has executed and delivered that certain Third Lien Notes Offering Pledge and Security Agreement dated January 27, 2023 made by the Grantors 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 Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:


1. Grant of Security. Each Grantor, to secure the Secured Obligations (as defined in the Security Agreement), hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under all Trademarks (as defined in the Security Agreement), including 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, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”).
2. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of a security interest herein with the United States Patent and Trademark Office.

3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
4. 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.
5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor 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 Trademark 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.
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.
7. Concerning the Collateral Agent. Collateral Agent is executing this Trademark Security Agreement solely in its capacity as Collateral Agent under the Security Agreement. Collateral Agent shall enjoy all the same rights, protections, immunities and indemnities granted to it under the Indenture or the Security Agreement as though set forth in full herein. In performing its functions and duties under this Trademark Security Agreement, the Collateral Agent shall act solely as the agent of the Secured Parties and does not assume, nor shall be deemed to have assumed, any obligation or relationship of trust with or for the Secured Parties. Nothing in this Trademark Security Agreement shall be interpreted as giving the Collateral Agent responsibility for or any duty concerning the validity, perfection, priority or enforceability of the liens granted hereunder or giving the Collateral Agent any obligation to take any action to procure or maintain such validity, perfection, priority or enforceability.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor 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.,
as a Grantor

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

COOPER-STANDARD INDUSTRIAL AND
SPECIALTY GROUP, LLC, as a Grantor

By: _____
Name: James Zabriskie
Title: Treasurer

[Signature page to Trademark Security Agreement]

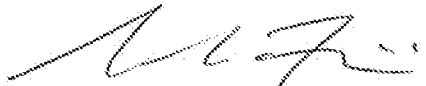
TRADEMARK
REEL: 007976 FRAME: 0961

IN WITNESS WHEREOF, each Grantor 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.,
as a Grantor

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

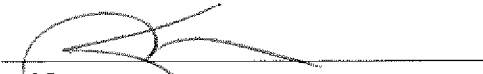
COOPER-STANDARD INDUSTRIAL AND
SPECIALTY GROUP, LLC, as a Grantor

By:  _____
Name: James Zabriskie
Title: Treasurer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007976 FRAME: 0962

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as the Collateral Agent

By: 
Name: James Kowalski
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE A

U.S. Trademarks/Trademark Applications

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

Title	Serial Number	Registration Number
FLUOROLAST	87/307,324	5228262
FLUOROLAST WB	75/099,597	2073633
IDEA	77/538,794	3785569
L LAUREN MANUFACTURING LOGO	87/229,701	5227174

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

Title	Serial Number	Registration Number
PLASTICOOOL	85/039,948	3,959,685
FORTREX	86/983,024	5,307,518
FORTREX	88/093,815 ¹	
ARMORHOSE	86/786,219	6,091,190
MAGALLOY	86/891,307	6,053,548
NYCLAD	86/021,847	4,881,984
LOPERM	74/389,609	1,912,518
EASY-LOCK	87/791,968	6,809,158
POSI-LOCK	87/797,354	6,583,784
TUROS	88/760,285 ²	

¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

² This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

Title	Serial Number	Registration Number
LIVELINE TECHNOLOGIES	90/365,658 ³	
ERGO-LOCK	90/425,921	6,913,812
FLUSHSEAL	90/761,867 ⁴	
DESIGN ONLY	97/010,393 ⁵	
FORTREX W/DESIGN	97/010,416 ⁶	
CS LOGO	97/017,146 ⁷	
CS COOPERSTANDARD LOGO	97/017,132 ⁸	
CS COOPER STANDARD	97/017,227 ⁹	
TEX-A-FIB	97/021,566 ¹⁰	
I3 IMAGINE INITIATE INNOVATE	97/021,690	6,939,347
LIVELINE TECHNOLOGIES W/ DESIGN	97/405,197 ¹¹	

³ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

⁴ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

⁵ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

⁶ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

⁷ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

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⁹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

¹⁰ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

¹¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

Title	Serial Number	Registration Number
COOPER STANDARD	97/507,433 ¹²	
ECO-SNAP	97/764,432 ¹³	

¹² This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.

¹³ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the USPTO.