

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM850695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STONERIDGE, INC.		11/02/2023	Corporation: OHIO
STONERIDGE ELECTRONICS, INC.		11/02/2023	Corporation: TEXAS
STONERIDGE CONTROL DEVICES, INC.		11/02/2023	Corporation: MASSACHUSETTS
STONERIDGE FLEET SOLUTIONS, INC.		11/02/2023	Corporation: OHIO
SRI HOLDINGS US LLC		11/02/2023	Limited Liability Company: DELAWARE
SRI DELAWARE HOLDINGS LLC		11/02/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	1900 East Ninth Street
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	2331113	STONERIDGE
<b>Registration Number:</b>	2324833	S
<b>Registration Number:</b>	5331109	STONERIDGE EZ-ELD
<b>Registration Number:</b>	2328114	S
<b>Registration Number:</b>	5703393	EZ-ELD
<b>Registration Number:</b>	3483362	
<b>Registration Number:</b>	5757922	MIRROREYE
<b>Registration Number:</b>	6367468	BETTER SAFETY THROUGH BETTER VISION
<b>Registration Number:</b>	5970608	S
<b>Registration Number:</b>	5970574	STONERIDGE
<b>Registration Number:</b>	5803872	SCAN AND DRIVE

TRADEMARK

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	97494999	STONERIDGE   ORLACO

**CORRESPONDENCE DATA**

**Fax Number:** 2164798780  
*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:** 216-479-8500  
**Email:** IP-squiretm@squirepb.com  
**Correspondent Name:** Zachary Hofstetter  
**Address Line 1:** Squire Patton Boggs (US) LLP  
**Address Line 2:** 1000 Key Tower, 127 Public Square  
**Address Line 4:** Cleveland, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	034397.00072
<b>NAME OF SUBMITTER:</b>	Zachary Hofstetter
<b>SIGNATURE:</b>	/Zachary Hofstetter/
<b>DATE SIGNED:</b>	11/02/2023

**Total Attachments: 6**  
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**SECOND AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of November 2, 2023, by STONERIDGE, INC., an Ohio corporation, STONERIDGE ELECTRONICS, INC., a Texas corporation, STONERIDGE CONTROL DEVICES, INC., a Massachusetts corporation, STONERIDGE FLEET SOLUTIONS, INC., an Ohio 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 Fifth Amended and Restated Credit Agreement dated as of November 2, 2023 (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 November 2, 2023 (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 June 5, 2019, which was recorded in the United States Patent and Trademark Office (“USPTO”) on June 12, 2019 at Reel/Frame 006667/0597 (which was supplemented by that certain Supplement No. 1 to Amended and Restated Trademark Security Agreement, dated as of December 21, 2022, which was recorded in the USPTO on December 27, 2022 at Reel/Frame 007930/0858), which amended and restated 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, each Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**STONERIDGE, INC.**

By: Matthew R. Horvath  
Name: Matthew R. Horvath  
Title: Chief Financial Officer and Treasurer

**STONERIDGE ELECTRONICS, INC.**

By: Matthew R. Horvath  
Name: Matthew R. Horvath  
Title: Vice President and Treasurer

**STONERIDGE CONTROL DEVICES, INC.**

By: Matthew R. Horvath  
Name: Matthew R. Horvath  
Title: Vice President and Treasurer

[Signature Page to Second Amended and Restated Trademark Security Agreement]

**GUARANTORS:**

**STONERIDGE FLEET SOLUTIONS, INC.**

By: Matthew R. Horvath  
Name: Matthew R. Horvath  
Title: Vice President and Treasurer

**SRI HOLDINGS US LLC**

By: Stoneridge, Inc., its sole member





By: Matthew R. Horvath  
Name: Matthew R. Horvath  
Title: Chief Financial Officer and Treasurer of  
Stoneridge, Inc., as Sole Member of SRI Holdings  
US LLC

**SRI DELAWARE HOLDINGS, LLC**

By: Matthew R. Horvath  
Name: Matthew R. Horvath  
Title: Vice President

[Signature Page to Second Amended and Restated Trademark Security Agreement]

EXHIBIT A  
TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
STONERIDGE	US	2331113	Stoneridge, Inc.
	US	2324833	Stoneridge, Inc.
STONERIDGE EZ-ELD	US	5331109	Stoneridge, Inc.
	US	2328114	Stoneridge Inc.
EZ-ELD	US	5703393	Stoneridge, Inc.
SCAN AND DRIVE	US	5757922	Stoneridge, Inc.
	US	3483362	Stoneridge Control Devices, Inc.
MIRROREYE	US	5757922	Stoneridge, Inc.
BETTER SAFETY THROUGH BETTER VISION	US	6367468	Stoneridge, Inc.
	US	5970608	Stoneridge, Inc.
STONERIDGE	US	5970574	Stoneridge, Inc.
SCAN AND DRIVE	US	5803872	Stoneridge, Inc.

TRADEMARK APPLICATIONS

<u>Application Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Applicant</u>
STONERIDGE   ORLACO	US	97494999	Stoneridge, Inc.