

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Stoneridge, Inc.	10/04/2010

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
Street Address:	2 North LaSalle St.
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	4887062
Patent Number:	4866410
Patent Number:	4551702
Patent Number:	4413247
Patent Number:	4346974
Patent Number:	4318673
Patent Number:	4256973
Patent Number:	4255630
Patent Number:	7159840
Patent Number:	7147369
Patent Number:	5949324
Patent Number:	6599350
Patent Number:	6069783
Patent Number:	5823520

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Patent Number:	5581865
Patent Number:	5535725
Patent Number:	5343754
Patent Number:	5228334
Patent Number:	5026954
Patent Number:	7594500
Patent Number:	7682076
Application Number:	60823845
Application Number:	11844659
Application Number:	12039095
Application Number:	61308267
Application Number:	61300391
Application Number:	61159955

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-3894
Email: jnull@stblaw.com
Correspondent Name: Meryl Rosen
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1562
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NAME OF SUBMITTER:	J. Jason Mull
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Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of October 4, 2010 is made by STONERIDGE, INC., an Ohio corporation, located at 9400 E. Market Street, Warren, Ohio, 44484 (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, with its designated corporate trust office located at 2 North LaSalle St., Suite 1020, Chicago, IL 60602, as Collateral Agent (the "Agent") for the Holders (the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of October 4, 2010 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Grantor, the Guarantors, the Bank of New York Mellon Trust Company, N.A. as Trustee and Collateral Agent, the Grantor has issued its 9.5% Senior Secured Notes due 2017 (the "Notes"); and

WHEREAS, in connection with the Indenture, the Grantor and certain affiliates of the Grantor have executed and delivered a Senior Secured Notes Pledge and Security Agreement, dated as of October 4, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent for the benefit of the Agent and the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to purchase the Notes and to secure the Secured Obligations, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, assigns and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

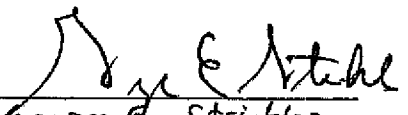
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein and the rights, protections, privileges and immunities of the Agent) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STONERIDGE, INC.

By: 
Name: George F. Strickler
Title: Exec. VP, CFO, and Treas.
Date:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Collateral Agent for the Secured Parties

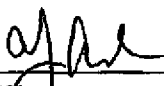
By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

STONERIDGE, INC.

By: _____
Name:
Title:
Date:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Collateral Agent for the Secured Parties

By:  _____
Name: Yolanda Ash
Title: Associate
Date: October 04, 2010

[Signature Page to Patent Security Agreement]

SCHEDULE A

U.S. Patents and Patent Applications

TITLE	PATENTS OR APPLICATIONS
Thermal sensor assembly	4,887,062
Thermal sensor assembly	4,866,410
Thermostatic switch and method of manufacture	4,551,702
Thermally responsive electrical switch means and method of manufacture	4,413,247
Multi-circuit electrical switch	4,346,974
Pressure switch and circuit means	4,318,673
Pressure switch and circuit means	4,256,973
Multi-circuit electrical switch	4,255,630
Solenoid having reduced operating noise	7,159,840
Temperature Sensor (Plastic Glycol Resistant Coolant Sensor)	7,147,369
Temperature Responsive Probe Apparatus	5,949,324
Filtration Device for Use with a Fuel Vapor Recovery System	6,599,350
Apparatus & Method for Controlling Solenoid Valve	6,069,783
Mandrel Assembly	5,823,520
Apparatus for Applying Annular Seals	5,581,865
Flow Control Solenoid	5,535,725
Pressure Transducer	5,343,754
Pressure Transducer	5,228,334
Liquid Level Sensing Switch Assembly	5,026,954
Horizontal Fluid Sensor	07/62451
Sealed Sensor Assembly and Method of Making the Same	60/823,845
Temperature Sensor (Europe)	06006025.8
Valve Seat and Valve Ball for Vacuum Solenoid Valves	11/844,659
Filtration Device for use with a Fuel Vapor Recovery System	12/039,095
Air Control Module	7,594,500
Temperature Sensor	7,682,076
Soot Sensor	61/308,267
Exhaust Gas Temperature Sensor Including an Epoxy for Strain Relief and Heat Transfer and Also an Exhaust Gas Temperature Sensor Including an Anti-Vibration Sleeve	61/300,391
Exhaust Gas Temperature Sensor Lead Sealing and Strain Relief	61/159,955

PATENT