

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper-Standard Automative Inc.		04/06/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	280 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1912518	LOPERM	
Registration Number:	2643771	NYCLAD	
Registration Number:	2845366	POSI-LOCK	
Serial Number:	78659524	HYDROLOGIC	
Serial Number:	78372663	POSIBOND	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0361		

CH \$140.00 1912518

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	05/01/2006
Total Attachments: 7 source=Security#page1.tif source=Security#page2.tif source=Security#page3.tif source=Security#page4.tif source=Security#page5.tif source=Security#page6.tif source=Security#page7.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS GRANT of Security Interest, dated as of February 1, 2006, is made by Cooper-Standard Automotive Inc. (the "Grantor") with principal offices at 39550 Orchard Hill Place, Novi, Michigan 48375, in favor of Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 280 Park Avenue, New York, New York 10017, (the "Grantee"). Unless otherwise defined herein, terms used in this Grant, have the meanings provided or provided by reference to the Credit Agreement and the U.S. Security Agreement.

WHEREAS in connection with the First Amendment and Consent to Credit Agreement, dated as of February 1, 2006, to the Credit Agreement, dated as of December 23, 2004, (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Cooper-Standard Holdings Inc. (f/k/a CSA Acquisition Corp.), Cooper-Standard Automotive Inc., Cooper-Standard Automotive Canada Limited, various lending institutions, the Grantee, as Administrative Agent, Lehman Commercial Paper Inc., as Syndication Agent and Goldman Sachs Credit Partners L.P., UBS Securities LLC and The Bank of Nova Scotia, as Co-Documentation Agents, the Grantor has executed and delivered a U.S. Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 23, 2004 (as amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement") in favor of the Grantee for the benefit of the Secured Creditors.

WHEREAS pursuant to the U.S. Security Agreement, Grantor granted to the Grantee for the benefit of the Secured Creditors a continuing security interest in certain personal property and fixtures of Grantor including the Marks.

NOW THEREFOR FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants a continuing, security

interest in (i) all Marks set forth on Schedule A attached hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, to the Collateral Agent for the benefit of the Collateral Agent and the Secured Creditors to secure payment and performance of its Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.


This Grant has been executed by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

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

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th
day of April, 2006.


COOPER-STANDARD AUTOMOTIVE INC.,
Grantor

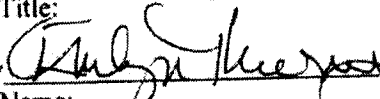
By 
Name: Timothy W. Hefferon
Title: Vice President, General Counsel &
Secretary

[Grant of Security Interest in US Trademarks]

TRADEMARK
REEL: 003299 FRAME: 0929

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

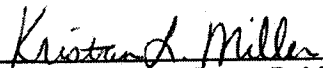
By 
Name: ~~Susan LeFevre~~
Title: Director

By 
Name: Evelyn Thierry
Title: Vice President

[Grant of Security Interest in US Trademarks]

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

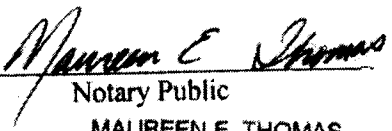
On this 6TH day of April, 2006, before me personally came Timothy W. Hefferon who, being by me duly sworn, did state as follows: that he is Vice, President, General Counsel and Secretary of Cooper-Standard Automotive Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Kristan L. Miller, Notary Public
Oakland County Michigan
Acting in Oakland County
My Commission Expires: 7/30/11

STATE OF New York)
COUNTY OF New York) ss:

On this 6 day of April, 2006, before me personally came Susan Lefevre / Evelyn Tierney who, being by me duly sworn, did state as follows: that [s]he is Director/Vice President of Deutsche Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public
MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

[Grant of Security Interest in US Trademarks]

SCHEDULE A

<u>MARK</u>	<u>REG. NO./SER. NO.</u>	<u>REG. DATE/APP. DATE</u>
LOPERM	1,912,518	August 15, 1995
NYCLAD	2,643,771	October 29, 2002
POSI-LOCK	2,845,366	May 25, 2004
HYDROLOGIC	78/659,524	June 28, 2005
POSIBOND	78/372,663	February 23, 2004