

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
Stoneridge, Inc.		11/02/2007	CORPORATION: OHIO
Stoneridge Electronics, Inc.		11/02/2007	CORPORATION: TEXAS
Stoneridge Control Devices, Inc.		11/02/2007	CORPORATION: MASSACHUSETTS
Stoneridge-Pollak Limited		11/02/2007	Corporation, ENGLAND:
Stoneridge Electronics Limited		11/02/2007	Corporation, SCOTLAND:
Stoneridge Far East LLC		11/02/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	National City Business Credit, Inc.
Street Address:	1965 East Sixth Street, Suite 400
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2198412	ALPHABET
Registration Number:	2324833	S
Registration Number:	2331113	STONERIDGE
Registration Number:	2308719	POLLAK
Registration Number:	2328114	S
Serial Number:	77220584	

CORRESPONDENCE DATA

Fax Number: (415)393-9887

900091753

**TRADEMARK
 REEL: 003659 FRAME: 0667**

CH \$165.00 2198412

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415.954.0200
Email: trademark@ssd.com
Correspondent Name: Francesca Crisera, Esq.
Address Line 1: Squire, Sanders & Dempsey L.L.P.
Address Line 2: One Maritime Plaza, Suite 300
Address Line 4: San Francisco, CALIFORNIA 94111-3492

ATTORNEY DOCKET NUMBER:	023961.30
NAME OF SUBMITTER:	Francesca Crisera
Signature:	/francesca crisera/
Date:	11/12/2007

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 2, 2007, by Stoneridge, Inc., an Ohio corporation, Stoneridge Electronics, Inc., a Texas corporation, Stoneridge Control Devices, Inc., a Massachusetts corporation, Stoneridge-Pollak Limited, an English corporation, Stoneridge Electronics Limited, a Scottish corporation, and Stoneridge Far East LLC, a Delaware limited liability company, (collectively, the "Grantors") in favor of NATIONAL CITY BUSINESS CREDIT, INC., an Ohio corporation, having an office at 1965 East Sixth Street, Suite 400, Cleveland, Ohio 44114 ("NCBC"), as Agent (as hereinafter defined).

RECITALS

A. The Grantors are the owners of certain Trademark Collateral (as defined below).

B. The Grantors, as Loan Parties, have entered into that certain Credit and Security Agreement dated as of November 2, 2007 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Grantors, as the Loan Parties, various financial institutions party thereto as the Lenders, National City Bank, a national banking association, as Lead Arranger and Issuer, and NCBC as administrative agent and collateral agent (the "Agent"). Pursuant to the Credit Agreement, the Lenders and the Issuer will make certain advances and other financial accommodations available to the Grantor and the other Loan Parties.

C. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the Ohio 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, the Lenders, the Issuer and certain other creditors (the "Secured Creditors"), a security interest in all of their right, title and interest in and to the Trademark Collateral as collateral security for the Obligations.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, each Grantor hereby:

1. Grants to the Agent for the benefit of the Secured Creditors, 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 "Trademark Collateral"): (i) all domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"),

including, without limitation, the trademarks and trademark applications listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the Trademarks, and all damages and payments therefor; and (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the Trademarks, including any royalties and income.

2. 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. Represents and warrants as follows:

(a) Set forth in 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.

(b) Each Grantor owns all Trademark Collateral material to and necessary for the operation of such Grantor's business ("Material Trademarks") identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Material Trademarks, including Material Trademarks owned by any third party.

(c) All Trademarks are free from any Lien except for Permitted Encumbrances and free of any restrictions which could reasonably be expected to have a Material Adverse Effect.

(d) No Grantor has, as of the date hereof, granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Material Trademarks.

(e) All of the registered Material Trademarks are currently in compliance in all material respects with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No Material Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and, to each Grantor's best knowledge, none of the Material Trademarks is infringed or has been challenged or threatened in any way.

(g) Each Grantor has taken all commercially reasonable necessary steps to use consistent standards of quality in the distribution and sale of all products sold and the provision of all services provided under or in connection with any Material Trademark and have taken all commercially reasonable steps necessary to ensure that all licensed users of any such Material Trademark adhere to such consistent standards of quality.

(h) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by each Grantor of the security interest granted hereby, for the pledge by such Grantor of the Material Trademarks pursuant hereto, or for the execution, delivery or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each United States Trademark registration and application among the Material Trademarks, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Material Trademarks pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States Trademark registration and application.

4. Covenants as follows:

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Material Trademarks.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any new Trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such Trademark registration or application, will automatically become part of the Trademark Collateral. Each Grantor further agrees that it shall deliver to the Agent a written report, in reasonable detail, upon the Agent's request, setting forth each new Trademark application or registration that such Grantor has filed, acquired, created or otherwise obtained since the previous report. Each Grantor authorizes the Agent 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 Trademark Collateral.

(e) With respect to each Material Trademark application or registration set forth in Exhibit A hereto, each Grantor agrees to take all necessary or desirable steps based upon such Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such Material Trademark registration, and (ii) pursue each such Material Trademark application, now or hereafter included in the Material Trademarks, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired Material Trademark to which it now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any Trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of such Grantor's reasonable business judgment.

(f) Each Grantor shall take all steps which it deems appropriate in its reasonable business judgment to preserve and protect all Material Trademarks, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such Material Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all commercially reasonable steps necessary to ensure that all licensed users of any such Material Trademarks use such consistent standards of quality.

(g) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any Material Trademark has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any Material Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any Material Trademark.

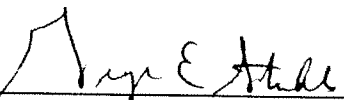
(h) In the event that any Grantor makes a determination that any Material Trademark has been infringed or misappropriated by a third party, such Grantor shall promptly notify the Agent and will take such actions as such Grantor in its reasonable business judgment deems appropriate under the circumstances to protect such Material Trademark, including, if so determined in the reasonable business judgment of such Grantor, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(i) No Grantor shall (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Agent or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

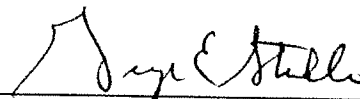
[Signatures Follow on Next Page]

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.

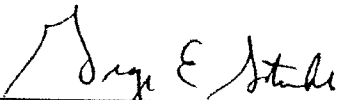
Stoneridge, Inc.

By: 
Name: George Strickler
Title: CFO

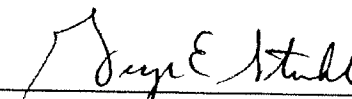
Stoneridge Electronics, Inc.

By: 
Name: George Strickler
Title: Vice President

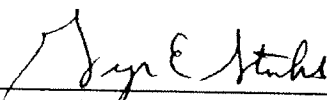
Stoneridge Control Devices, Inc.

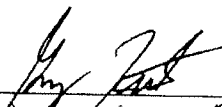
By: 
Name: George Strickler
Title: Vice President

Stoneridge-Pollak Limited

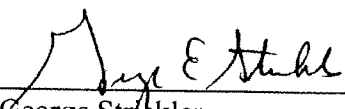
By: 
Name: George Strickler
Title: Director

Stoneridge Electronics Limited

By: 
Name: George Strickler
Title: Director

(Witness) 
(Print Name) GREG FRITZ
(Address) 9400 E. MARKET
WARREN, OH 44424

Stoneridge Far East LLC

By: 
Name: George Strickler
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF CUYAHOGA

)
) SS:
)

On this, the 2nd day of November, 2007, before me personally came George Strickler, to me known, who, being duly sworn, did depose and state that he is the CFO of Stoneridge, Inc., one of the companies described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.



JILL D. PANEK
Notary Public - State of Ohio
My commission expires September 12, 2010.

Jill D. Panek

Notary Public

[SEAL]

My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

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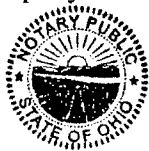
COUNTY OF CUYAHOGA

)

)

SS:

On this, the 2nd day of November, 2007, before me personally came George Strickler, to me known, who, being duly sworn, did depose and state that he is the Vice President of Stoneridge Electronics, Inc., one of the companies described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.



JILL D. PANEK
Notary Public - State of Ohio
My commission expires September 12, 2010.

Jill D. Panek
Notary Public

[SEAL]

My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF CUYAHOGA

)
) SS:
)

On this, the 2nd day of November, 2007, before me personally came George Strickler, to me known, who, being duly sworn, did depose and state that he is the Vice President of Stoneridge Control Devices, Inc., one of the companies described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.



JILL D. PANEK
Notary Public - State of Ohio
My commission expires September 12, 2010.

Jill D. Panek
Notary Public

[SEAL]

My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF CUYAHOGA

)
)
)

SS:

On this, the 2nd day of November, 2007, before me personally came George Strickler, to me known, who, being duly sworn, did depose and state that he is a Director of Stoneridge-Pollak Limited, one of the companies described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company



JILL D. PANEK
Notary Public - State of Ohio
My commission expires September 12, 2010.

Jill D. Panek
Notary Public

[SEAL]

My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

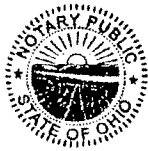
STATE OF OHIO

COUNTY OF CUYAHOGA

)
)
)

SS:

On this, the 2nd day of November, 2007, before me personally came George Strickler, to me known, who, being duly sworn, did depose and state that he is a Director of Stoneridge Electronics Limited, one of the companies described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.



JILL D. PANEK
Notary Public - State of Ohio
My commission expires September 12, 2010.

Jill D. Panek

Notary Public

[SEAL]

My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO

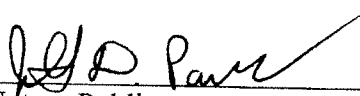
COUNTY OF CUYAHOGA

)
) SS:
)

On this, the 2nd day of November, 2007, before me personally came George Strickler, to me known, who, being duly sworn, did depose and state that he is the Vice President of Stoneridge Far East LLC, one of the companies described in and which executed the above instrument; and that he signed his name thereto by order of the Members of said company.



JILL D. PANEK
Notary Public - State of Ohio
My commission expires September 12, 2010.



Notary Public

[SEAL]

My commission expires: _____

EXHIBIT ATRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
ALPHABET	Stoneridge, Inc.	2198412	10/20/1998	USA
S	Stoneridge, Inc.	2324833	02/29/2000	USA
STONERIDGE	Stoneridge, Inc.	2331113	03/21/2000	USA
POLLAK	Stoneridge Control Devices, Inc.	2308719	01/18/2000	USA
S	Stoneridge, Inc.	2328114	03/14/2000	USA

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial. No.</u>	<u>File Date</u>	<u>Country</u>
Design	Stoneridge Control Devices, Inc.	77/220584	07/02/2007	USA