

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Stoneridge Control Devices, Inc.		10/04/2010	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
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		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2308719	POLLAK	
Serial Number:	77220584		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-3894		
Email:	jmull@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		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

OP \$65.00 2308719

**900173388**

**TRADEMARK**  
**REEL: 004291 FRAME: 0931**

Date:

10/07/2010

**Total Attachments: 5**

source=TM SI Grant Stoneridge Control Devices-Bank of New York Mellon Trust (10-4-2010)#page1.tif

source=TM SI Grant Stoneridge Control Devices-Bank of New York Mellon Trust (10-4-2010)#page2.tif

source=TM SI Grant Stoneridge Control Devices-Bank of New York Mellon Trust (10-4-2010)#page3.tif

source=TM SI Grant Stoneridge Control Devices-Bank of New York Mellon Trust (10-4-2010)#page4.tif

source=TM SI Grant Stoneridge Control Devices-Bank of New York Mellon Trust (10-4-2010)#page5.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 4, 2010 is made by STONERIDGE CONTROL DEVICES, INC., a Massachusetts corporation, located at 300 Dan Road, Canton, Massachusetts, 02021 (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 Stoneridge, Inc., the Guarantors, the Bank of New York Mellon Trust Company, N.A. as Trustee and Collateral Agent, Stoneridge, Inc. has issued its 9.5% Senior Secured Notes due 2017 (the "Notes"); and

WHEREAS, in connection with the Indenture, Stoneridge, Inc. 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 Trademarks; 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 Trademarks (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.

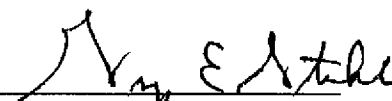
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and 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 CONTROL DEVICES, INC.

By:   
Name: George E. Strickler  
Title: VP 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 CONTROL DEVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:  
Date:

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

By: *YJA* \_\_\_\_\_  
Name: **Yolanda Ash**  
Title: *Assistant*  
Date: *October 04, 2010*

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

TRADEMARK	REGISTRATION/APPLICATION NO.
POLLACK	2,308,719
Design	77/220,584