

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404218

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|---|---|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Amended and Restated Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Copper-Standard Automotive Inc. | | 11/02/2016 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Agent | | |
| Street Address: | 135 S. LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86021852 | ULTRA PROCOAT | |
| Serial Number: | 86021851 | PROCOAT | |
| Serial Number: | 86021848 | ULTRA NYCLAD | |
| Serial Number: | 86021847 | NYCLAD | |
| Registration Number: | 3959685 | PLASTICOOL | |
| Registration Number: | 3211869 | DECOSEAL | |
| Registration Number: | 3894728 | SAFE SEAL | |
| Registration Number: | 1912518 | LOPERM | |
| Serial Number: | 87036014 | I3 IMAGINE INITIATE INNOVATE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125585700 | | |
| <i>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.</i> | | | |
| Phone: | (312) 558-6352 | | |
| Email: | mfoy@winston.com | | |
| Correspondent Name: | Michelle Foy, Winston & Strawn LLP | | |
| Address Line 1: | 35 West Wacker Drive | | |
| Address Line 2: | Suite 4200 | | |
| Address Line 4: | Chicago, ILLINOIS 60601-9703 | | |

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|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 1740.231 |
| NAME OF SUBMITTER: | Michelle Foy |
| SIGNATURE: | /Michelle Foy/ |
| DATE SIGNED: | 11/02/2016 |

Total Attachments: 4

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated November 2, 2016, is made by the Persons listed on the signature pages hereof (the “*Pledgor*”) in favor of Bank of America, N.A., as Agent (together with its permitted successors in such capacity the “*Agent*”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, CS INTERMEDIATE HOLDCO 1 LLC (“*Holdings*”), the U.S. Subsidiaries of Holdings party thereto as Grantors, certain other Subsidiaries of Holdings, and the lenders party thereto from time to time, have entered into that certain Third Amended and Restated Loan Agreement, dated as of November 2, 2016 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “*Loan Agreement*”) in favor of Bank of America, N.A., as the Agent for the Secured Parties.. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Loan Agreement, the Pledgor has executed and delivered that certain Amended and Restated Pledge and Security Agreement dated November 2, 2016 made by the Pledgors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows

Grant of Security. The Pledgor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Pledgor’s right, title and interest in and to the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”), (the “*Collateral*”):

Purpose. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of a security interest herein with the United States Trademark Office.

Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COOPER-STANDARD AUTOMOTIVE INC.

By: 
Name: Keith D. Stephenson
Title: Executive Vice President
& Chief Operating Officer

Schedule A

Trademarks and trademark applications owned by Cooper-Standard Automotive Inc.

| Title | App. No./Reg. No. |
|------------------------------|--------------------------|
| ULTRA PROCOAT | 86/021852 |
| PROCOAT | 86/021851 |
| ULTRA NYCLAD | 86/021848 |
| NYCLAD | 86/021847 |
| PLASTICOOL | 3959685 |
| DECOSEAL | 3211869 |
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