# 5307518

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM783047

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest Previously Recorded at Reel/Frame (6948/0642)	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent		01/27/2023	Bank: GERMANY

### **RECEIVING PARTY DATA**

Name:	COOPER-STANDARD AUTOMOTIVE INC.
Street Address:	40300 Traditions Drive
City:	Northville
State/Country:	MICHIGAN
Postal Code:	48168
Entity Type:	Corporation: OHIO

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5307518	FORTREX
Registration Number:	6053548	MAGALLOY

### **CORRESPONDENCE DATA**

Fax Number: 2124552502

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.

Phone: 2124552592 Email: imull@stblaw.com **Correspondent Name:** Courtney Welshimer Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001508/0016
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/29/2023

**Total Attachments: 4** 

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**TRADEMARK** REEL: 007954 FRAME: 0846

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Termination and Release") is made as of January 27, 2023, by DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (together with its permitted successors in such capacity the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of COOPER-STANDARD AUTOMOTIVE INC., an Ohio corporation (the "Pledgor").

### WITNESSETH:

WHEREAS, pursuant to (i) the Credit Agreement, dated as of April 4, 2014 (as amended and restated by Amendment No. 1, dated as of November 2, 2016, as amended by Amendment No. 2, dated as of May 2, 2017, as amended by Amendment No. 3, dated as of March 6, 2018, and as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between and among CS Intermediate Holdco 1 LLC, the Pledgor, the other Guarantors party thereto, Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent, and the Lenders party thereto, (ii) the Pledge and Security Agreement dated April 4, 2014 made by the Pledgor and the other grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (iii) that certain Trademark Security Agreement dated as of May 29, 2020 (the "Trademark Security Agreement"), between the Pledgor and the Collateral Agent, as security for the Secured Obligations, the Pledgor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest (the "Security Interest") in all of the Pledgor's right, title and interest in and to the Collateral (as that term is defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 29, 2020 at Reel 6948, Frame 0642; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Collateral (as that term is defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications set forth on Schedule I hereto.

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

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release</u>. The Collateral Agent hereby releases, terminates, discharges, and cancels the entirety of its Security Interest in the Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the trademark and service mark registrations and

applications set forth on Schedule I hereto, and any right, title or interest of the Administrative Agent in the Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation the trademark and service mark registrations and applications set forth on Schedule I hereto, the Collateral Agent hereby re-transfers, re-conveys, and re-assigns all such right, title or interest to the Pledgor. The Collateral Agent hereby terminates and cancels the Trademark Security Agreement.

- 3. <u>Recordation</u>. The Collateral Agent, at the Pledgor's sole cost and expense, hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.
- 4. <u>Further Assurances</u>. The Collateral Agent hereby agrees, upon the reasonable request and at the sole expense of the Pledgor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Collateral contemplated hereby.
- 5. <u>Governing Law</u>. This Termination and Release 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.

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

# **DEUTSCHE BANK AG NEW YORK BRANCH**, as

Collateral Agent

By:

Name: Title:

Name:

Philip Tancorra Vice President

philip.tancorra@db.com 212-250-6576

By:

Jessica Lutrario

Associate Title:

jessica.lutrario@db.com

212-250-8235

**REEL: 007954 FRAME: 0850** 

# SCHEDULE I

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

**RECORDED: 01/29/2023** 

Trademark	Application Number/ Application Date	Registration Number/ Registration Date
FORTREX	86983024	5307518
	7/21/2014	10/10/2017
MAGALLOY	86891307	6053548
	1/29/2016	5/12/2020