

05-17-2001



101720359

Tab settings =>=>=>

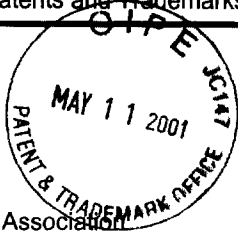
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Standard Motor Products, Inc.
 37-18 Northern Boulevard
 Long Island City, New York 11101

511-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: New York
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies):
 Name: General Electrical Capital Corporation
 Internal Address: _____
 Street Address: 800 Connecticut Avenue, Two North
 City: Norwalk State: CT ZIP: 06854

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 27, 2001

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation
 Internal Address: _____

 Street Address: 400 Seventh Avenue, N.W., Suite 101

 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 1765.
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Rafael Beaumont
Name of Person Signing

Rafael Beaumont
Signature

May 4, 2001
Date

Total number of pages including coversheet, attachments and document:

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>COUNTRY</u>
Blue Streak & Design	2,123,674	Dec. 23, 1997	USA
Blue Streak	2,123,577	Dec. 23, 1997	USA
Blue Streak & Design	2,121,607	Dec. 16, 1997	USA
Blue Streak	2,119,767	Dec. 9, 1997	USA
Four Seasons	2,109,236	Oct. 28, 1997	USA
Four Seasons	2,109,237	Oct. 28, 1997	USA
Four Seasons	2,105,262	Oct. 14, 1997	USA
Four Seasons	2,105,264	Oct. 14, 1997	USA
Four Seasons	2,071,259	June 17, 1997	USA
Four Seasons	2,038,495	Feb. 18, 1997	USA
Four Seasons	2,036,811	Feb. 11, 1997	USA
Profit Panel	2,004,451	Oct. 1, 1996	USA
Trumark	1,981,886	June 25, 1996	USA
GP Sorensen	1,943,297	Dec. 26, 1995	USA
Magnum	1,931,941	Oct. 31, 1995	USA
Modern Mechanic	1,923,299	Oct. 3, 1995	USA
Four Seasons	1,921,484	Sep. 26, 1995	USA
Super Core & Design	1,912,842	Aug. 15, 1995	USA
Standard	1,909,811	Aug. 8, 1995	USA
Standard	1,878,161	Feb. 7, 1995	USA
Standard	1,871,092	Jan 3, 1995	USA
Standard Plus Club	1,856,924	Oct 4, 1994	USA
Professional Service Dealer Network	1,852,107	Aug. 30, 1994	USA
Standard	1,831,074	Apr. 19, 1994	USA
Factory Air & Design	1,794,836	Sep. 28, 1993	USA
Recover & Recycle (and design)	1,794,222	Sept. 21, 1993	USA
Standard Plus & Design	1,742,748	Dec. 29, 1992	USA
The Green Machine	1,739,000	Dec. 8 1992	USA
Kool Klutch	1,721,747	Oct. 8, 1992	USA
Standard & "S" Design	1,718,854	Sep. 29, 1992	USA
Maxim	1,6912,438	Jun. 8, 1992	USA
Standard & "S" Design	1,690,069	Jun. 2, 1992	USA
The Wire Wire	1,655,606	Sep. 20, 1991	USA

GP Magna Sonic	1,634,643	Feb. 12, 1991	USA
Imperial	1,540,380	May 23, 1989	USA
Hayden	1,530,764	Mar. 21, 1989	USA
Hygrade & "S" Design	1,508,925	Oct. 18, 1988	USA
Kool Klutch	1,478,608	Mar. 1, 1988	USA
Imperial	1,414,885	Oct. 28, 1986	USA
Kool Flex	1,411,221	Sep. 30, 1986	USA
Vorti-Flow	1,390,711	Apr. 22, 1986	USA
Maxi-Kool	1,387,476	Mar. 25, 1986	USA
Turbo-Kool	1,387,474	Mar. 25, 1986	USA
Thermo-Trol	1,383,314	Feb. 18, 1986	USA
Murray & Design	1,330,505	Apr. 16, 1985	USA
Trans-Filter	1,298,701	Oct. 2, 1984	USA
Quick Connect	1,195,976	May 18, 1982	USA
Quik-Mount	1,195,975	May 18, 1982	USA
Transaver	1,186,610	Jan. 19, 1982	USA
Swirl-Cool	1,169,190	Sep. 15, 1981	USA
Electra-Swirl	1,172,167	Oct. 6, 1981	USA
Swirl-Flex	1,167,166	Sep. 1, 1981	USA
Oil Stat	1,162,594	Jul. 28, 1981	USA
Rapid Cool	1,157,962	June 23, 1981	USA
Magnition	1,006,023	Mar. 4, 1975	USA
Rapid Cool	1,003,983	Feb. 4, 1975	USA
Standard	979,893	Mar. 5, 1974	USA
Murray & Design	968,414	Feb. 23, 1971	USA
Murray	945,681	Oct. 24, 1972	USA
Trans-Cooler	932,589	Apr. 18, 1972	USA
Duo-Cool	921,311	Jan. 18, 1972	USA
Standard/Plus	889,352	Apr. 14, 1972	USA
Standard/Plus & Design	886,245	Feb. 17, 1990	USA
Cobra Clamp	1,175,954	Nov. 3, 1981	USA
Fast Track (and design)	1,668,231	Dec. 17, 1991	USA
Filko HT	1,669,148	Dec. 24, 1991	USA
Filko	1,711,159	Sept. 1, 1992	USA
Filko Crown Jewel Quality (and design)	1,713,045	Sept. 8, 1992	USA
Crown Jewel Quality	1,715,018	Sept. 15, 1992	USA
Filko Triple Silicone	1,846,504	Jul. 26, 1994	USA
Filko HT	425,171	Mar. 18, 1994	Canada
Fast Track & design	439,658	Feb. 24, 1995	Canada
Crown Jewel Quality	420,916	Dec. 17, 1993	Canada

Filko Crown Jewel Quality (and design)	420,917	Dec. 17, 1993	Canada
Filko	420,918	Dec. 17, 1993	Canada
Cobra Clamp	280,578	Jun. 17, 1983	Canada
Filko Triple Silicone	453,716	Feb. 9, 1996	Canada
Crown jewel Quality	406,662	Sept. 26, 1990	Mexico
Filko Crown Jewel Quality (and design)	407,904	Sept. 26, 1990	Mexico
Fast Track (and design)	414,631	Sept. 24, 1990	Mexico
Filko	421,548	Sept. 26, 1990	Mexico
Filko HT	379,541	Sept 26, 2990	Mexico
LOGO Design Form	451,229	Oct. 15, 1993	Mexico
Filko Triple Silicone	449,108	Oct. 5, 1993	Mexico
Standard & "S" Design	TMA 492,883	Apr. 15, 1998	Canada
Professional Service Dealer Network	TMA 507,214	Jan. 27, 1998	Canada
Standard Plus Club	TMA 506,147	Jan. 6, 1999	Canada
Standard Plus	TMA 492,883	Apr. 15, 1998	Canada
Standard Plus	TMA 492, 885	Apr. 15, 1998	Canada
Standard	TMA 492,889	Apr. 15, 1998	Canada
Four Seasons	TMA 467, 229	Dec. 5, 1996	Canada
Four Seasons & Design	TMA 407,722	Dec. 9, 1994	Canada
Four Seasons	5472/92	May 12, 1998	Singapore
Four Seasons	775892	Sept. 16, 1997	Taiwan
Trumark	683509	June 30, 1995	Taiwan
Four Seasons	674983	Mar. 16, 1995	Taiwan
Trumark	680415	May 16, 1995	Taiwan
Four Seasons (and design)	92/448211	June 11, 1993	France
Four Seasons (and design)	1511764	Dec. 16, 1994	Great Britain
Four Seasons (and design)	644215	Feb. 28, 1995	Italy
Trumark	32984818	Apr. 25, 1997	Japan
Four Seasons (and design)	2710563	Oct. 31, 1995	Japan

Recover & Recycle (and design)	2666850	May 31, 1994	Japan
The Green Machine	2633809	Mar. 31, 1994	Japan
Four Seasons (and design)	401406	June 21, 1993	Switzerland
Trumark	860201	Aug. 7, 1996	China
Trumark	94/06834	Apr. 20, 1997	Malaysia

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>	<u>COUNTRY</u>
Four Seasons	94/07416	July 4, 1994	Hong Kong
Trumark	94/07415	July 4, 1994	Hong Kong
Four Seasons	94/06833	Aug. 3, 1994	Malaysia
Trumark	5471/94	July 1, 1994	Singapore
Trumark	11074/96	Oct. 11, 1996	Singapore
Trumark	11075/96	Oct. 12, 1996	Singapore

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2001, by STANDARD MOTOR PRODUCTS, INC., a New York corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

A. 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

B. 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(1) (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(2) (b) all reissues, continuations or extensions of the foregoing;

(3) (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

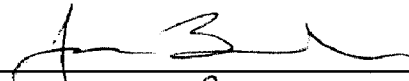
(4) (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

C. 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

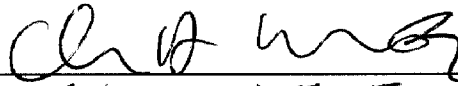
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STANDARD MOTOR PRODUCTS, INC.

By: 
Name: JAMES J. BURKE
Title VICE PRES. - FINANCE & CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

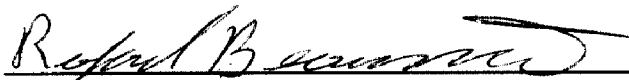
GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: CHARLES H. FENTON
Title DULY AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK))
COUNTY OF NEW YORK)) ss.

On this 27th day of April, 2001 before me personally appeared JAMES J. BURKE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STANDARD MOTOR PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

RAFAEL BEAUMONT
Notary Public, State of New York
No. 31-4970280
Qualified in New York County
Certificate Filed in New York County
Commission Expires Sept. 14, 2001

{seal}