

10-30-2002



102265207

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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):
The Equion Corporation and Hayden, Inc.
10-23-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Four Seasons, a Division of Standard Motor Products, Inc.
Internal _____ Address: _____
Street Address: 1801 Waters Ridge Drive
City: Lewisville State: TX Zip: 75057
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 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 conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 31, 1996

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
N/A
B. Trademark Registration No.(s)
1530764, 1003983, 1195976, 1195975, 1167166, 1186610, 0932589, 1298701
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: D. Wade Cloud, Jr.
Internal Address: 15303 Dallas Parkway
Suite 700
Addison, Texas 75001
Street Address: 15303 Dallas Parkway
Suite 700
City: Addison State: TX Zip: 75001

7. Total fee (37 CFR 3.41).....\$215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
FEB 23 PM 2:09
FINANCE SECTION

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.
[Signature] [Signature] [Signature]
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

10/29/2002 DBYRNE 00000018 1530764
01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

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

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of the 31st day of July, 1996, by and among STANDARD MOTOR PRODUCTS, INC., a New York corporation with its principal office at 37-18 Northern Blvd., Long Island City, New York 11101 (the "*Buyer*"), THE EQUION CORPORATION, a Delaware corporation with its principal office at 156 Duncan Mill Road, Suite #12, Duncan Mills, Ontario M3B 3N2, CANADA (the "*Seller*"), and ENSCOR, INC., a federally chartered Canadian corporation, with its principal office at 156 Duncan Mill Road, Suite #12, Duncan Mills, Ontario M3B 3N2, CANADA ("*Parent*").

Preliminary Statement

The Seller is engaged in, among other things, the business of manufacturing and distributing certain automotive cooling system products in the automotive aftermarket throughout North America. The Buyer desires to purchase, and the Seller desires to sell, certain of the assets thereof, for the consideration set forth below and the assumption of certain of the Seller's liabilities set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. SALE AND DELIVERY OF THE ASSETS

1.1 Delivery of the Assets.

(a) Subject to and upon the terms and conditions of this Agreement, except as specifically provided in Section 1.1(c) hereof, at a first closing of certain of the transactions contemplated by this Agreement (the "*First Closing*"), the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase from the Seller, free and clear of all claims, liens, liabilities, mortgages, pledges, security interests, charges, restrictions, prior assignments, leasehold interests, encumbrances, and equities of any kind or nature whatsoever (collectively, the "*Encumbrances*") (except as otherwise expressly provided herein), all of the properties, assets and other claims, rights and interests belonging to or used in the Aftermarket and Heavy Duty Cooling business of Seller's Hayden business unit (the "*Business*"), of whatever kind, character or description, whether real, personal or

SCHEDULE 2.20
of
ASSET PURCHASE AGREEMENT
TRADE NAMES AND OTHER INTANGIBLE PROPERTY
(SEE SECTION 2.20 OF THE AGREEMENT)

Patents:

Seller holds the following patent used exclusively in the Aftermarket Business:

Radiator Mounted Condition Sensing Probe Patent 4,463,800 expires 9/27/2002

Seller holds the following patent used in the Industrial and Aftermarket Business:

Fan Blade Patent D275,884 expires 10/09/98

Trademarks:

Seller holds the following trademarks used exclusively in the Aftermarket Business:

| Country | Mark |
|-----------|-----------------------|
| U.S. | Duo-Cool |
| U.S. | Electra Swirl |
| U.S. | Oil-Stat |
| U.S. | Quick Connect |
| U.S. | Quik-Mount |
| U.S. | Quik-Mount |
| U.S. | Rapid Cool (Stylized) |
| U.S. | Rapid Cool (Stylized) |
| U.S. | Swirl Flex |
| Australia | Swirl-Flex |
| U.S. | Transaver |
| U.S. | Ultra Cool |
| U.S. | Trans-Cooler |
| U.S. | Trans-Filter |

Seller holds the following trademarks used in the Industrial and Aftermarket Business:

| Country | Mark |
|-----------|------------|
| U.S. | Hayden |
| Australia | Hayden |
| Canada | Hayden |
| U.S. | Swirl-Cool |
| Australia | Swirl-Cool |

Copyrights:

Seller holds the following copyrights used exclusively in the Aftermarket Business:

2-487-215 expiring 1/17/2064 "An important message about..."

2-513-896 expiring 2/17/2064 "Parts Master Quality Replacement Parts"

Seller has previously operated the Heavy Duty Line under the name "Hayden-Utex".

The Seller (i) has no disputes with or claims against any third party for infringement by such third party of any trade name of the Business or other Intangible Property, and (ii) is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any patent, trademark, trade name, copyright or other property right, with respect to the use thereof in connection with the conduct of the Business. The consummation of the transactions contemplated by this Agreement will in no way affect the continuation, validity or effectiveness of the Intangible Property or require the consent of any third party in respect of the Intangible Property.

Except as provided on Schedule 2.3, the Seller is the sole and exclusive owner, free and clear of all Encumbrances, of all Intangible Property and all designs, permits, labels and packages used on or in connection therewith.