

Form PTO-1594
(Rev. 03/01)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
RISTANCE CORPORATION
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Indiana
 Other _____
Additional name(s) of conveying party(ies) attached _____ Yes No

2. Name and address of receiving party(ies):
Name: STANDARD MOTOR PRODUCTS, INC.
Address: 37-18 Northern Boulevard
Long Island City, New York 11101
 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) & addresses attached? _____ Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: June 25, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s).
873,352 1,233,436
Additional Numbers attached? _____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patrick Boisson
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017
Tel: (212) 813-5900 • Fax: (212) 813-59 01

6. Total number of applications and and registration involved:.....2
7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-0825 - Docket No. SMOT-03/06021
(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.
David I. Greenbaum
Name of Person Signing David I. Greenbaum Signature 7/30/03 Date
Total number of pages comprising cover sheet: _____

TRADEMARK
REEL: 002692 FRAME: 0854

CH \$65.00 230825 0873352

Execution Copy

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of June 30, 2003 (the "*Effective Date*"), is made by and between Ristance Corporation, a Indiana corporation ("*Assignor*"), and Standard Motor Products, Inc., a New York corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 7, 2003 ("*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the assets, properties, rights and interests relating to the EMG Business (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of (i) the United States and foreign trademark registrations identified on Schedule A and (ii) unregistered servicemarks, trademarks, trade names and trademark applications (together with the goodwill of the EMG Business associated therewith, the "*Trademarks*"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of its right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademarks, together with the right to sue for and collect the same.

Assignor requests that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signatures are on the following page.)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

RISTANCE CORPORATION

By: A. Glenn Paton
Name: A. Glenn Paton
Title: Vice President and Treasurer

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

On this 25 day of June, 2003 personally appeared before me A. Glenn Paton, known to me to be Vice President and Treasurer of **Ristance Corporation**, who acknowledged that he/she signed this instrument as a free act on behalf of **Ristance Corporation**.



TERESA S. WHEELER
Notary Public, State of Ohio
Commission Expires 04-13-05

Theresa Wheeler
Notary Public:
My commission expires:

ASSIGNEE:

STANDARD MOTOR PRODUCTS, INC.

By: James J. Burke
Name: James J. Burke
Title: Vice President Finance, CFO

STATE OF New York)
) ss:
COUNTY OF Queens)

On this 21st day of June, 2003 personally appeared before me James J. Burke, known to me to be Vice President Finance, CFO of Standard Motor Products, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Standard Motor Products, Inc.

CATHERINE A. ROHAN
NOTARY PUBLIC, State of New York
No. 01RO4926186
Qualified in Queens County
Commission Expires May 31, 2006

Catherine A. Rohan
Notary Public:
My commission expires: