

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):  
PACER INDUSTRIES, INC.  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Missouri  
 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 \_\_\_\_\_

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

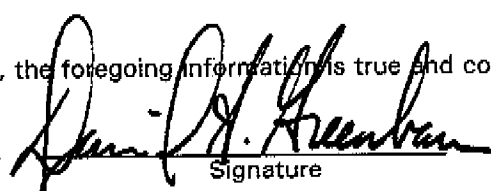
If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & addresses attached?  
 Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,207,071 1,244,262  
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 registration involved:.....2  
7. Total fee (37 CFR 3.41) ..... \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account  
(Only if total fee is not sufficient)  
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  7/30/03  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: \_\_\_\_\_

CIH \$65.00 230825 1207071

Execution Copy

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of June 30, 2003 (the "*Effective Date*"), is made by and between Pacer Industries, Inc., a Missouri 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.)*



UNITED STATES TRADEMARKS

SCHEDULE A

Mark	Owner	App. No./Date	Reg. No./Date
RAM and Design	Pacer Industries Inc.	73-318262 7/9/81	1,207,071 9/7/82
RAMCHECKTOR	Pacer Industries Inc.	73-339728 12/2/81	1,244,262 7/5/83

TRADEMARK

REEL: 002692 FRAME: 0863

RECORDED: 07/30/2003