

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):
BWD AUTOMOTIVE CORPORATION
 Individual(s) _____ Association _____
 General Partnership _____ Limited Partnership _____
 Corporation-State Delaware
 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)
1,632,918 1,632,919
 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

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 Signature 7/30/03 Date
 Name of Person Signing

Total number of pages comprising cover sheet: _____

FZLZ File No.: SMOT USA 11-03/06021 DIG

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARK
REEL: 002692 FRAME: 0864

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Execution Copy

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of June 30, 2003 (the "*Effective Date*"), is made by and between BWD Automotive Corporation, a Delaware 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.)

TRADEMARK

REEL: 002692 FRAME: 0865

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

ASSIGNOR:

BWD AUTOMOTIVE 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 **BWD Automotive Corporation**, who acknowledged that he/she signed this instrument as a free act on behalf of **BWD Automotive Corporation**.



HERESA S. WHETRO
Notary Public, State of Ohio
Commission Expires 04-13-05

Theresa S. Whetro
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 Columbia)

On this 29th day of June, 2003 personally appeared before me *James J. Burke*, known to me to be *James J. Burke* 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. 01RO4826106
Qualified in Queens County
Commission Expires May 31, 2005

Catherine A. Rohan
Notary Public:
My commission expires:

SCHEDULE A

FOREIGN TRADEMARKS

Mark	Owner	Country	App. No./Date	Reg. No./Date
NIEHOFF	BWD Automotive Corporation	Canada	798343 28-Nov-1995	531095 11-Aug-2000
NIEHOFF	BWD Automotive Corporation	Peru	751280 5-Sep-2002	86760 27-Jan-2003
ECHLIN	BWD Automotive Corporation **	Clite	3-Oct-1996	489366 10-Jul-1997
ECHLIN	BWD Automotive Corporation **	Japan	8-120762 18-Oct-1996	4410545 18-Aug-2000
ECHLIN	BWD Automotive Corporation **	Japan	8-120703 28-Oct-1996	4410548 18-Aug-2000
ECHLIN	BWD Automotive Corporation **	Japan	52-047125 6-Jul-1977	1694481 21-Jun-1984

** Successor in interest to BWD International Inc.

CL: 1098377-1

SCHEDULE A

UNITED STATES TRADEMARKS

Mark	Owner	App. No./Date	Reg. No./Date
NIELOFF	BWD Automotive Corporation	72-389038 4/14/71	955,317 4/3/73
SUPERMAG	BWD Automotive Corporation	75-68119C 2/1/99	2,437,981 3/27/01

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