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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-1503

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To the Honorable Commissioner of

102525600

3 attached original documents or copy thereof.

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

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

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

3. Nature of conveyances:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Supplement to Schedule I on Reel: 002289

Rod 0038

Execution Date: June 30 2003

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

2. Name and address of receiving party(ies):

Name: General Electric 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 Delaware
☐ 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

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: _____

17

7. Total fee (37 CFR 3.41): _____ \$ 440.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

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DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 400.00 DP

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

Daren J. Stamp

Name of Person Signing

Signature

August 7, 2003

Date

Total number of pages including coversheet, attachments and document: 7

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002801 FRAME: 0881

SCHEDULE A

Schedule A to Supplemental Trademark Security Agreement dated June 30, 2003, by and between Standard Motor Products, Inc. and General Electric Capital Corporation, as Agent.

TRADEMARKS

Mark	Country	App. No./Date	Reg. No./Date
MILEAGE PLUS	United States	74-315499 9/21/92	1,807,065 11/30/93
SELECT	United States	73-832106 10/10/89	1,632,919 1/29/91
ULTRA (Stylized Letters)	United States	73-832068 10/10/89	1,632,918 1/29/91
NIEHOFF	United States	72-389068 4/14/71	956,317 4/3/73
SUPERMAG	United States	75-651190 3/1/99	2,437,981 3/27/01
DURA-PRO	United States	72-182992 12/13/63	775,693 8/25/64
ECHLIN	United States	72-281364 9/28/67	867,129 3/25/89
MULTIMAG	United States	73-291282 12/29/82	1,205,966 8/24/82
ONE STOP and Design	United States	73-593283 4/14/86	1,435,345 4/7/87
ONE STOP	United States	73-545800 7/1/85	1,452,907 8/18/87
ONE STOP ELECTRICAL CENTER and Design	United States	73-548603 7/17/85	1,459,635 9/29/87
SELECT and Design	United States	76-462034 10/25/02	pending
SUPRONIC	United States	72-174252 8/1/63	776,918 9/5/64
RAM and Design	United States	73-318262 7/9/81	1,207,071 9/7/82
RAMCHEKTOR AND DESIGN	United States	73-339728 12/2/81	1,244,262 7/5/83
R (PIRATE) and Design	United States	72-299382 5/29/68	873,352 07/22/1969
Ris-TUF	United States	73-364844 5/17/82	1,233,436 4/5/83

FOREIGN TRADEMARKS

Mark	Country	App. No./Date	Reg. No./Date
NIEHOFF	Canada	798343 28-Nov-1995	531095 11-Aug-2000
NIEHOFF	Peru	161280 5-Sep-2002	86160 27-Jan-2003
ECHLIN	Chile	356755 3-Oct-1996	489366 13-May-1997
ECHLIN	Japan	8-120704	4410549

Mark	Country	App. No./Date	Reg. No./Date
		18-Oct-1996	18-Aug-2000
ECHLIN	Japan	8-120703 28-Oct-1996	4410548 18-Aug-2000
ECHLIN	Japan	52-047125 6-Jul-1977	1694481 21-Jun-1984
ECHLIN	Australia	708982 20-May-1996	708982 27-Jun-1997
ECHLIN	Benelux	39062 14-Jun-1977	345719 14-Jun-1977
ECHLIN	Botswana	SA9927 14-Jun-1977	SA9927 14-Jun-1977
ECHLIN	Canada	428012 28-Jul-1978	TMA245701 30-May-1980
ECHLIN	China		891072 28-Oct-1996
ECHLIN	China		899047 14-Nov-1996
ECHLIN	China		798518 14-Dec-1995
ECHLIN	China		868478 7-Sep-1996
ECHLIN	Denmark	VA053461978 2-Dec-1978	VR198304182 2-Dec-1983
ECHLIN	France	252418 15-Jun-1997	1486731 16-Jun-1987
ECHLIN	Germany	E19413/7 7-Jul-1977	987730 16-Jul-1979
ECHLIN	India	662712 18-April-2002	662712 18-April-2002
ECHLIN	India	662713 18-Apr-1995	Pending
ECHLIN	Ireland	1393/77 13-Jun-1977	94519 13-Jun-1977
ECHLIN	Italy	M196C003475 10-Apr-1996	748885 18-May-1998
ECHLIN	Lesotho		LS/M/92/00753 20-Oct-1992
ECHLIN	Malaysia	95000924 27-Jan-1995	
ECHLIN	Mexico	71769 14-Feb-1956	84942 29-May-1956
ECHLIN	New Zealand	224136 7-Jan-1993	224136 7-Jan-1993
ECHLIN	New Zealand	227374 2-Jun-1993	227374 2-Jun-1993
ECHLIN	New Zealand	227375 2-Jun-1993	227375 2-Jun-1993
ECHLIN	Peru	31204 16-May-1977	52398 30-Mar-1984
ECHLIN	Singapore	T95/3117E 7-Apr-1995	3117/T95 7-Apr-1995
ECHLIN	Singapore	T95/031151 7-Apr-1995	T95/031151 7-Apr-1995

Mark	Country	App. No./Date	Reg. No./Date
ECHLIN	Singapore	T95/3116g 7-Apr-1995	3116/95 4-Jul-1995
ECHLIN	South Africa	77/2451 14-Jun-1977	77/2451 14-Jun-1977
ECHLIN	Spain	851783 1-Aug-1977	851783 20-Jan-1979
ECHLIN	Sweden	77-2735 13-Jun-1977	169605 12-Oct-1979
ECHLIN	Taiwan	85012517 18-Mar-1996	821021 16-Oct-1998
ECHLIN	Taiwan	85012518 18-Mar-1996	797459 1-Mar-1998
ECHLIN	Taiwan	85012519 18-Mar-1996	859523 16-Jul-1999
ECHLIN	United Kingdom	1080706 6-Jul-1977	B1080706 6-Jul-1978
ECHLIN (Chinese version)	China		891067 28-Oct-1996
ECHLIN (Chinese version)	China		798517 14-Dec-1995
ECHLIN (Chinese)	China		899049 14-Nov-1996
ECHLIN (Chinese)	China		868527 7-Sep-1996
KOOLWIRE	Australia	A420781 15-Jan-1985	A420781 15-Jan-1985
KOOLWIRE	Australia	A420780 15-Jan-1985	A420780 15-Jan-1985
SUPRONIC	Canada	358001 20-Oct-1972	191092 18-May-1973
WHITAKER & DESIGN	Canada	293457 25-Nov-1965	152686 25-Aug-1967
ECHLIN	Brazil	213864 12-May-1997	2136848 12-Sep-1998
ECHLIN	Colombia	419590 23-Nov-1993	159530 19-May-1994
ECHLIN	Colombia	419593 23-Nov-1993	159531 19-May-1994
ECHLIN	Indonesia	28-Mar-1996	376141 4-Jul-1997
ECHLIN	Indonesia	28-Mar-1996	376229 4-Jul-1997
ECHLIN	Namibia		87/0265 13-Mar-1997
ECHLIN-UNITED	Venezuela		75963-F May 24, 1974
ECHLIN	Russian Federation	94016594 17-May-1994	134914 17-May-1994
ECHLIN	Thailand	492304 12-Jul-2002	Pending
ECHLIN	Thailand	492303 12-Jul-2002	Pending

Mark	Country	App. No./Date	Reg. No./Date
ECHLIN	Uruguay	164736 7-Mar-1991	242667 6-Feb-1996
ECHLIN-UNITED	Venezuela		73027-F 15-May-1973

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

WHEREAS, Standard Motor Products, Inc., a corporation formed under the laws of New York, located at 37-18 Northern Boulevard, Long Island City, New York 11101 ("Borrower"), owns the trademark and trademark applications shown in the attached Schedule A (the "Trademarks"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to General Electric Capital Corporation ("GECC") and various other financial institutions (collectively, "Lenders") and GECC as agent for Lenders ("Agent"), pursuant to (i) a certain Amended and Restated Credit Agreement, dated as of February 7, 2003, among Agent, Lenders, Borrower and the other Persons named therein as Credit Parties and (ii) a certain Amended and Restated Trademark Security Agreement, dated as of February 7, 2003, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby confirm its previous grant to Agent, for its benefit and for the ratable benefit of Lenders, of a continuing first priority security interest in and to the Trademarks and recordings and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
June 30, 2003

Witness:

STANDARD MOTOR PRODUCTS, INC.

By: 

Name: Robert H. Martin
Its: Treasurer

Witness:

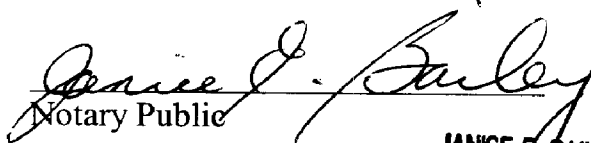
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Howard Weinberg
Its: Duty Authorized Signatory

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

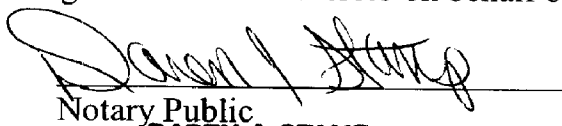
On this 30th day of June, 2003, before me personally came Robert H. Martin, to me known, who, being by me duly sworn, did depose and say that ~~he~~ is the Treasurer of Standard Motor Products, Inc., the corporation described in and which executed the foregoing instrument; and that ~~he~~ signed ~~her~~ his name thereto by order of the board of directors of said corporation.


Notary Public

JANICE E. BAILEY
Notary Public, State of New York
No. 31-4912174
Qualified in New York County
Commission Expires 01-12-2006

STATE OF NEW YORK) New York
) ss.: New York
COUNTY OF NEW YORK)

On this 2 day of June, 2003, before me personally came Howard Weinberg, to me known, who, being by me duly sworn, did depose and say that ~~he~~ is the Authorized Signatory of General Electric Capital Corporation, the company described in and which executed the foregoing instrument; and that ~~he~~ was authorized to sign ~~her~~ his name thereto on behalf of said company.


Notary Public
DAREN J. STAMP
Notary Public, State of New York
No. 01ST6090557
Qualified in Bronx County
Commission Expires April 14, 2007